TERMS AND CONDITIONS

Last Revised: August [   ], 2024

THESE TERMS AND CONDITIONS (THIS "**AGREEMENT**") GOVERN CUSTOMER'S ACCESS AND USE OF BUILDER SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" OR "YOU" SHALL REFER TO SUCH COMPANY OR OTHER LEGAL ENTITY. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SERVICES. EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF BUILDER SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

EXCEPT WITH BUILDER'S PRIOR WRITTEN CONSENT, THE SERVICES MAY NOT BE ACCESSED FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE, OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES. BUILDER'S DIRECT COMPETITORS ARE PROHIBITED FROM ACCESSING THE SERVICES, EXCEPT WITH BUILDER'S PRIOR WRITTEN CONSENT.

THIS AGREEMENT IS EFFECTIVE BETWEEN CUSTOMER AND BUILDER AS OF THE DATE OF CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT OR CUSTOMER'S FIRST ACCESS OR USE OF THE SERVICES, WHICHEVER IS EARLIER (THE "**EFFECTIVE DATE**").

CONTENTS OF AGREEMENT. THIS AGREEMENT CONSISTS OF THE TERMS AND CONDITIONS, THE DEFINITIONS, THE BUILDCARD, AND THE ORDER FORM, IF APPLICABLE.

TERMS AND CONDITIONS

1.   USE OF SERVICES AND CONTENT

1.1   Services. During the Term, Builder will provide the Services in accordance with this Agreement and, subject to Customer's compliance with the terms and conditions of this Agreement, Customer may access the Services and use the Services to create any Customer Application that has material value independent of the Services. Unless otherwise provided in the applicable Buildcard or Order Form, Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Buildcard, Order Form or the Platform. Customer agrees that Builder may modify, amend, alter, supplement, or replace the Services from time to time, in whole or in part, without any notice to Customer; provided that Builder will use reasonable efforts to provide Customer written

notice if Builder believes that any modification, amendment, alteration, supplement or replacement will cause a material adverse effect on Customer's access or use of the Services. Customer agrees that its use and access of the Services is not contingent on any guarantees, promises, or the delivery of any future functionality, features, or timeline, or dependent on any oral or written public comments made by Builder.

1.2   **Account.** Customer must register and create an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords, and for any use of its Account. The Account must be in Customer's legal name (or, if Customer is an entity, the legal entity name) and Customer agrees to provide and maintain true, accurate, current, and complete information for Customer's Account. Customer may use their Account login to access and use a project management platform to track and view customization or project progress relating to their Purchased Services and Buildcard.

1.3   **Support of Purchased Services.** Builder will (a) provide one year subscription to Studio One to Customer at no additional charge, and (b) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Builder shall give advance electronic notice), and (ii) any unavailability caused by Force Majeure or other circumstances beyond Builder's reasonable control. The subscription support plans available, and descriptions of each, are available at <https://www.builder.ai/terms/studio-one-subscription-plan>.   For avoidance of doubt, if Customer does not purchase any of the foregoing subscription plans, Builder has no obligation whatsoever to provide support, maintenance, updates, or upgrades to the Services or the Customer Application upon expiration of the initial year of the Studio One subscription, and Customer is responsible for technical maintenance and support of its Customer Applications.

1.4   **Usage Limits.** Services and Content are subject to Usage Limits specified in Buildcards, Documentation and the Acceptable Use Policy, available at <builder.ai/terms/acceptable-use-policy>. If Customer exceeds any specified Usage Limit, Builder may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Builder's efforts, Customer is unable or unwilling to abide by a specified Usage Limit, Customer will execute a Buildcard for additional quantities of the applicable Services or Content promptly upon Builder's request. In either case, Customer shall be responsible for any excess usage and shall pay for any such excess usage in accordance with the "Fees and Payment" section below.

1.5   **Acceptable Use.** Customer may use the Service only for its business operations, and in accordance with this Agreement, the Documentation, the Usage Restrictions, the Usage Limits and the Acceptable Use Policy, Customer will be responsible for Users' compliance with this Agreement, including this Section 1.5. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content and notify Builder promptly of any such unauthorized access or use. In the event that Builder suspects any breach of the requirements of this Section or of any use that, in Builder's judgment, threatens the security, integrity or availability of Builder's services, Builder may suspend Customer's access to the Service, in addition to such other remedies as may be available under applicable law.

1.6   **Customer Cooperation.** Customer agrees to assist Builder as reasonably requested by Builder.ai or its AI chatbot tool ("**Natasha**"), including responding promptly to requests from Builder or Natasha for information or other materials. Builder is not responsible or liable for any delay or failure of performance in whole or in part by Customer's delay or failure in providing Builder with reasonable cooperation or access to information or documentation necessary for Builder's provision of the Services.

1.7   **Customer Application Attribution**. The Customer Application may be branded under Customer Marks or other trademarks as may be selected by Customer; however, the Customer Application shall indicate "powered by Builder" on the Customer Application landing page or splash screen, or as otherwise mutually agreed upon between Customer and Builder.

1.8   **Data Protection**. Customer is responsible for ensuring its use of the Services and the sharing of Customer Data with Builder are in compliance with applicable data protection laws. This includes obtaining any necessary authorizations (including consents) and providing any notices required to permit (a) Customer's use and receipt of the Services and (b) Builder's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement. Builder's Privacy Policy, which outlines Builder's practices as a controller of personal information, is available at https://www.builder.ai/terms/privacy-policies. When Builder processes any Customer Data comprising personal information on behalf of Customer, and acts as a "service provider",

"processor", or under any equivalent roles (all as defined under applicable data protection laws), the terms of the data processing addendum at <https://www.builder.ai/terms/dpa-scc> ("**DPA**") posted as of the Effective Date will apply. Builder may, on notice to Customer, make such changes to the DPA that are required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the DPA, or where such change (i) is commercially reasonable; (ii) does not result in a degradation of the overall security of the Services; (iii) does not expand the scope of or remove any restrictions on Builder's processing of Customer Data; and (iv) does not otherwise have a material adverse impact on Customer's rights under the DPA.

1.9 **Customer Data.** Customer is responsible for (a) the accuracy, quality, and legality of Customer Data, (b) the means by which Customer acquired Customer Data, (c) ensuring that Customer has all necessary rights to grant Builder the rights to use the Customer Data in accordance with this Agreement, and (d) Customer's use of Customer Data with the Services. Customer may not submit to the Services any information that includes or constitutes: "protected health information" as defined by the Health Insurance Portability and Accountability Act (HIPAA); "nonpublic personal information" as defined by Gramm-Leach-Bliley Act (GLBA); special categories personal data as described by the General Data Protection Regulation ("**GDPR**"); information about an individual's financial account or status that falls within the remit of Payment Card Industry Data Security Standard (PCI-DSS) (e.g., credit or debit card numbers, security data and any account usernames and passwords); information about an individual's physical or mental health; government-issued identification numbers (e.g., Social Security number, drivers license number, passport number); or other similarly sensitive categories of personal information. Builder may store certain Customer Data to enable various features and functionality of the Services. Customer hereby grants Builder a non-exclusive, worldwide, royalty-free, full paid up license (i) during the Term to access or use Customer Data to provide the Services and data processing for Customer and (ii) during and after the Term to access or use Customer Data, Output and any other data generated by or for Customer in connection with its use of the Services to operate, improve, analyze and support the Services, including to train Natasha and Builder's other AI and machine learning models. Customer agrees that the foregoing includes a right for Builder to make Customer Data available to, and pass the foregoing rights to, others with whom Builder has contractual relationships related to the provision of the Services (such as the licensors of Generative AI tools used in connection with the Services), solely for the purpose of providing the Services. Additionally, Builder may generate and use, both during and after the Term, technical logs, data, and learnings about your use of the Services and Customer Data in aggregate, anonymized form to operate, improve, analyze, and support the Services and other products and services of Builder and for other lawful business purposes.

1.10 **Data Security.** Builder has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data. However, no security measures are failsafe, and Builder cannot and does not guarantee the security of Customer Data. Accordingly, except to the extent required by applicable law, Customer acknowledges that Customer bears sole responsibility for adequate security, protection, and backup of Customer Data. Builder will have no liability to Customer for any unauthorized access or use of any of Customer Data, or any corruption, deletion, destruction, or loss of any of Customer Data. Customer agrees to accept and assume all risks and/or financial loss arising therefrom, whether caused by the ordinary negligence of Builder or otherwise, waives and releases, and holds Builder harmless from all claims arising from Builder's access, control, or use of Customer Data.

1.11 **Professional Services.** Builder may provide Professional Services to Customers, as agreed between the parties. These will be governed by terms of an addendum or separate agreement between the parties. Builder will, or will cause its third-party providers to, provide any Professional Services set out in a relevant Buildcard in a professional and workmanlike manner, using reasonable skill and care in accordance with industry practice and any relevant statement of work.

1.12 **AI Tools**. Customer agrees that certain features and functionalities of the Services, such as Natasha, conversational AI, code generation, artifact generation and image generator, may utilize generative artificial intelligence algorithms and tools ("**Generative AI**") to generate certain information, recommendations, suggestions, or other output (collectively, "**Output**"). Customer acknowledges that there are numerous limitations that apply with respect to Output generated through use of Generative AI tools due to the fact that it is automatically generated, including that (a) it may contain errors or inaccurate or misleading information, (b) AI systems are based on predefined rules and algorithms that lack the ability to think creatively and the Output you receive may be the same or similar Output received by a third party or the Output may be repetitive or formulaic content, (c) AI systems can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can

result in Output that is out of context or does not make sense, (d) AI systems do not have emotions and cannot understand or convey emotions in the way humans can, which can result in Output that lacks the empathy and emotion that humans are able to convey, (e) AI systems can perpetuate biases that are present in the data used to train them, which can result in Output that is discriminatory or offensive, (f) AI systems can struggle with complex tasks that require reasoning, judgment and decision-making, (g) AI systems require large amounts of data to train and generate content, and the data used to train AI systems may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated Output, and (h) Output can lack the personal touch that comes with content created by humans, which can make it seem cold and impersonal. Furthermore, although Builder employs content moderation techniques designed to prevent the generation of offensive or harmful material, there remains a possibility that Output may include content that some persons may find offensive, harmful, or inappropriate. Any Output generated by the Generative AI is for informational purposes only and should not be considered as professional advice or a guarantee of specific outcomes. Customer is solely responsible for evaluating and using any Output.

2.   BETA, FREE TRIAL, OR FREE SERVICES

2.1   **Beta Services.** From time to time, Builder may make Beta Services available to Customer at no charge or with the applicable fees. Customer may choose to try such Beta Services or not in its sole discretion. Customer acknowledges that these Beta Services might not function as intended and agrees not to use them unless Customer accepts the risks of using pre-release technologies.

2.2   **Free Trial or Free Accounts.** If Customer registers on Builder's or an Affiliate's website for a free trial or a free account (collectively, "**Free Services**"), Builder will make the applicable Free Services available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period ("**Free Trial**"), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by Builder in its sole discretion.   Certain features of the Services may not be available as Free Services. Builder's warranties and indemnity does not apply to use of the Free Services. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Any data Customer enters into the Free Services, and any customizations made to the Free Services by or for Customer, during Customer's Free Trial will be permanently lost unless Customer purchases a subscription to the same Services as those covered by the trial, purchases applicable upgraded services, or exports such data, before the end of the Free Trial period.

2.3   **Free Services.** Builder may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Builder, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that Builder will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if Builder terminates Customer's account, except as required by law Builder will provide Customer a reasonable opportunity to retrieve its Customer Data. Builder's warranties and indemnity does not apply to use of Free Services.

2.4   **Free Trial and Free Services Disclaimers**. NOTWITHSTANDING BUILDER'S REPRESENTATIONS AND WARRANTIES IN THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND BUILDER'S OBLIGATIONS UNDER THE "INDEMNIFICATION BY BUILDER" SECTION BELOW, ALL SERVICES PROVIDED DURING THE FREE TRIAL AND ANY OTHER FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND BUILDER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO SERVICES PROVIDED DURING THE FREE TRIAL AND ANY OTHER FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE BUILDER'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL OTHER AND FREE SERVICES SHALL NOT EXCEED $1,000.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO BUILDER AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF SERVICES DURING THE FREE TRIAL AND OF ANY OTHER FREE SERVICES, ANY BREACH BY

CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3.   MARKETPLACE, NON-BUILDER PRODUCTS AND SERVICES

3.1   Marketplace. Builder Marketplace allows Customer to integrate certain products or services offered by third parties (the "**Integrated Offerings**") with Customer's Account to permit the Services to access such Integrated Offerings, including to make available the Integrated Offerings through the Customer Application. To do so, Customer shall be required to connect the Services with Customer's account on the applicable Integrated Offering and grant all necessary permissions for the Services to access Customer's account on such Integrated Offering. If Customer does not have an account for an Integrated Offering, Builder may, with Customer's consent, create an account for Customer; however, Customer, and not Builder, will be responsible for any and all costs and charges associated with Customer's use of any Integrated Offering. Furthermore, each third party offering an Integrated Offering imposes its own terms and conditions regarding the use of their products and services and the use of Customer Data by such third parties is subject to the privacy policies of the applicable third party offering the Integrated Offering. Customer's use of the Integrated Offerings will be subject to such terms and conditions of the applicable provider of the Integrated Offering. Builder enables these Integrated Offerings merely as a convenience and the integration or inclusion of such Integrated Offerings does not imply an endorsement or recommendation. However, Customer acknowledges that it is aware that Builder may receive certain compensation from the third parties offering Integrated Offerings. For clarity, the Integrated Offerings are Non-Builder Applications and the terms set forth herein for Non-Builder Applications apply to Customer's use of the Integrated Offerings.

3.2   Non-Builder Products and Services. In addition to the Integrated Offerings, Builder or third parties may make available other third-party products or services, including, for example, Non-Builder Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Builder provider, product or service is solely between Customer and the applicable Non-Builder provider. Builder does not warrant or support Non-Builder Applications or other Non-Builder products or services, whether or not they are designated by Builder as "certified" or otherwise, unless expressly provided otherwise in a Buildcard or Order Form. Builder has no control over and is not responsible for any Non-Builder Application, including for the accuracy, availability, reliability, or completeness of information shared by or available through any Non-Builder Application, or on the privacy practices of any Non-Builder Application. Builder is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Builder Application or its provider.

3.3   Integration with Non-Builder Applications. The Services may contain features designed to interoperate with Non-Builder Applications, such as through the Marketplace. Builder cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Builder Application ceases to make the Non-Builder Application available for interoperation with the corresponding Service features in a manner acceptable to Builder.

4.   FEES AND PAYMENT

4.1   Fees. Customer will pay all fees specified in Buildcards, an Order Form, or applicable to your subscription. Except as otherwise specified herein, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the relevant subscription term and (iv) payment obligations are not based on completion of any milestone or otherwise depending on estimated deliverables timelines. Customer must remit all payments as specified and agreed upon on the Buildcard or Order Form and such payments cannot be withheld without written approval from an authorized person at Builder.

4.2   Invoicing, Payment, and Payment Method. Customer may pay for the services by using a valid credit card, an electronic fund transfer or a wire transfer or using another method pre-arranged and pre-approved by Builder. If Customer elects to pay by credit card, Customer must provide credit card information to Builder, and authorize Builder (or its third-party payment processor) to charge such credit card for all Purchased Services, including fees for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Buildcard or Order Form. If the Buildcard or Order Form specifies that payment will be by a method other than a credit card, Builder will

invoice Customer in advance and otherwise in accordance with the relevant Buildcard or Order Form. Customer is responsible for paying invoiced amounts on the applicable date noted on the invoice. Customer is responsible for providing complete and accurate billing and contact information to Builder and notifying Builder of any changes to such information. Customer is obligated to pay all applicable fees without any requirement for Builder to provide a purchase order number on Builder's invoice (or otherwise). All applicable fees are due in full before Builder's delivery of the Customer Application Code. If the timeline for the provision of Services set forth on the Buildcard is accelerated, Customer may pay in accordance with an accelerated schedule and timelines.

4.3 **Delinquent Payments and Suspension**. Late payments may bear interest at the highest rate permitted by applicable law from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Builder in collecting such delinquent amounts. If Customer is late on payment for the Services, Builder may suspend the Services or terminate the Agreement for breach. For clarity, no portion of the Customer Application Code (as defined in Section 5.3) shall be delivered to Customer if Builder either suspends the Services or terminates this Agreement due to Customer's breach of this Agreement, including for non-payment.

4.4 **Invoice Disputes & Refund**. Builder will not exercise its rights under the "Delinquent Payments and Suspension" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. Any invoice disputes must be submitted within 14 days of Customer's receipt of the applicable invoice. If the parties determine that certain billing inaccuracies are attributable to Builder, Builder will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Builder will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. To the fullest extent permitted by law, Customer waives all claims relating to any fees unless disputed within 14 days after the invoice date. Refunds (if any) are at Builder's discretion and will only be in the form of credit for the Services. Nothing in this Agreement obligates Builder to extend credit to any party.

4.5 **Taxes**. Builder's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Customer is required to deduct or withhold any Taxes from any payment due to Builder, then (a) the amount payable to Builder shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 4.5), Builder receives an amount equal to the amount it would have received had no such deductions been made, (b) Customer will made such deductions, (c) Customer will pay the full amount deducted to the relevant governmental authority in accordance with applicable law, and (d) Customer will promptly provide Builder satisfactory evidence of such payment upon request. If Builder has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Builder will invoice Customer and Customer will pay that amount unless Customer provides Builder with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Builder is solely responsible for taxes assessable against it based on its income, property, and employees.

4.6 **Service Credits**. Builder may offer Customer the option to prepay for Services through the purchase of credits ("**Service Credits**"). Prepaid Service Credits reflect the amount Customer paid in advance for use of Services. From time to time, Builder may, at its sole discretion, also offer free of charge promotional Service Credits subject to Customer's fulfillment of certain marketing obligations or other requirements and continued compliance with such marketing obligations or other requirements, as specified at the time such promotional Service Credits are granted. Promotional Service Credits will be deposited in Customer's Account upon Builder's verification that the applicable requirement was satisfied. Promotional Service Credits expire one year from the issue date but may expire earlier if Customer defaults on two or more payments due hereunder. Promotional Service Credits may not be used for the first payment due from Customer. Additionally, if Customer fails to comply with the obligations or requirements set forth for the receipt of promotional Service Credits, Builder reserves the right to terminate any promotional Service Credits previously given and invoice Customer for the value of any such promotional Service Credits, if already used by Customer. Paid Service Credits do not expire. Service Credits are not legal tender or currency and are not in any circumstance redeemable, refundable, or exchangeable for money and have no monetary value. Service Credits are non-transferable.

4.7 **Financing**. In the event Customer accepts a financing, credit, or loan agreement (the "**Loan Agreement**") offered through Builder to fund part or all of the fees associated with this Agreement (the "**Financing Option**"), Customer shall be solely responsible for all terms, conditions, and obligations under the Loan Agreement and the Financing

Option, including Customer's obligation to pay all amounts specified in the Loan Agreement. In the event Customer breaches, defaults or is delinquent on the Loan Agreement or violates any terms of Loan Agreement or Financing Option, Builder, at its sole discretion, may suspend or terminate all Services and this Agreement.

4.8 **Loan Default and Repayment Liability.** Should Customer default on the Loan Agreement, Builder may, without obligation, settle the defaulted loan to uphold its business continuity. This action does not absolve the loan. Consequently, Customer becomes immediately liable to repay the full amount to Builder. An invoice for repayment will be issued, which is due within thirty (30) days. Non-compliance with this deadline may incur additional charges as per Section 4.3 above. If payment is not received within the stipulated time, the outstanding sum may be forwarded to a collection agency or may lead to legal action. Customer agrees to bear all associated costs, including collection agency fees, attorney fees, court costs, and related expenses. By agreeing to this, the Customer acknowledges responsibility for full repayment to Builder in the event of a default and understands the potential consequences of payment failure.

5. INTELLECTUAL RIGHTS AND LICENSES

5.1 **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, Builder, its Affiliates, its licensors, and content providers reserve all of their right, title, and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 **Customer Intellectual Property Rights.** Customer owns all Intellectual Property Rights in Customer Data, Customer's trademark, and logo (the "**Customer Marks**") and any content, materials or documents provided by Customer to Builder, including documents, data, specifications, software, database, infrastructure, servers, source code, code base, content, and technology (the "**Customer Materials**"). If Builder creates any modification or derivative work of any Customer Materials that is expressly customized for Customer (the "**Customized Materials**"), Builder hereby assigns Builder's rights in and to any such Customized Materials to Customer. Any Customized Materials must be expressly defined in a Buildcard.

5.3 **Builder Intellectual Property Rights.** Builder owns all Intellectual Property Rights in the Platform (including without limitation any models trained and improvements made to the Services pursuant to Section 1.11) and all source code, deliverables, work product, content and materials created, developed, or authored by Builder in the provision of Services, including any code developed by Customer and included in the Customer Application Code but expressly excluding any Customer Data, Customer Marks, Customized Materials and Customer Materials as specified in Section 5.2. Subject to Customer's payment of all applicable fees, Builder will deliver to Customer via electronic file the source code of the Customer Application created through the Services (the "**Customer Application Code**") and Builder hereby grants Customer a worldwide, perpetual, non-exclusive license to use, modify and create derivative works of the Customer Application Code solely in connection with Customer's development, support, and maintenance of the Customer Application. Customer may not (a) distribute, sublicense, or otherwise make available the Customer Application Code to a third party (other than third party contractors performing services for Customer), or (b) use the Customer Application Code to provide any kind of service/action/assistance or support to any third party.

5.4 **License by Customer to Builder**. Customer grants Builder, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Builder Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Builder to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-Builder Application with a Service, Customer grants Builder permission to allow the Non-Builder Application and its provider to access Customer Data and information about Customer's usage of the Non-Builder Application as appropriate for the interoperation of that Non-Builder Application with the Service. Subject to the limited licenses granted herein, Builder acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-Builder Application, or such program code.

5.5 **License by Customer to use Customer Marks and Customer Materials**. Customer grants Builder, its Affiliates, and applicable contractors a worldwide, limited-term license to (a) use and display the Customer Marks in the Customer Application and (b) use, copy, modify and create derivative works of the Customer Materials, in each case in connection with Builder's provision of Services for Customer in accordance with the Buildcard.

5.6 **License by Customer to Use Feedback**. Customer grants to Builder and its Affiliates a worldwide, perpetual,

irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into the Services or other products or services of Builder any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation of Builder's or its Affiliates' products and services.

5.7   **Publicity**. Customer is permitted to state publicly that it is a customer of the Services. Builder may include Customer's name or logos in a list of Builder customers, online or in promotional materials. Builder may also verbally reference Customer as a customer of the Services. Any use of a party's logos will inure to the benefit of the party holding Intellectual Property Rights to those logos. A party may revoke the other party's right to use its logos under this Section with written notice to the other party and a reasonable period to stop the use.

5.8   **U.S. Federal Agency.** The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

6.   CONFIDENTIALITY

6.1   **Protection of Confidential Information**. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

6.2   **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7.   REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1   **Representations.** Each party represents that (a) it has validly entered into this Agreement and has the legal power to do so, and (b) it will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable.

7.2   **Builder Warranties.** Builder warrants that during the Term (a) Builder will not materially decrease the overall security of the Services, and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Term and Termination" section below.

7.3   **Disclaimers on Customer Application.** Except as expressly set forth herein, Builder is not responsible for the content, accuracy, or reliability of Customer Applications. Customer's use of the Customer Applications is entirely at Customer's own risk. All use of the Customer Applications will be governed by any agreement, terms or other relationship created between the Customer Application and End Users. Customer further acknowledges and agrees that by entering into and performing its obligations under this Agreement, Builder is not assuming and shall not be exposed to the business and operational risks associated with the Customer Application, any other products or services of Customer or Customer's business.

7.4   **Disclaimers on Timelines**. Customer acknowledges that all timelines, including as to the provision of Services or the delivery of any deliverables including the Customer Application Code, are estimates only. Builder will use commercially reasonable efforts to comply with any estimated timelines; however, Builder will not be liable for any delay in performance.

7.5   **GENERAL DISCLAIMERS.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM

EXTENT PERMITTED BY APPLICABLE LAW. FURTHERMORE, EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUILDER MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY CUSTOMER THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

8. MUTUAL INDEMNIFICATION

8.1 **Indemnification by Builder.** Builder will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Builder in writing of, a Claim Against Customer, provided Customer (a) promptly gives Builder written notice of the Claim Against Customer, (b) gives Builder sole control of the defense and settlement of the Claim Against Customer (except that Builder may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Builder all reasonable assistance, at Builder's expense. If Builder receives information about an infringement or misappropriation claim related to a Service, Builder may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Builder's warranties under "Builder Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Builder, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Free Services, Services during a Free Trial, Beta Services or Services under a Buildcard for which there is no charge; or (IV) a Claim against Customer arises from Customer specification, Content, Customer Data, a Non-Builder Application or Customer's breach of this Agreement or applicable Buildcards or Order Form.

8.2 **Indemnification by Customer.** Customer will defend Builder and its Affiliates against any claim, demand, suit or proceeding made or brought against Builder by a third party (a) alleging that the combination of a Non-Builder Application or configuration or specification provided by Customer and used with the Services or to develop the Customer Application, infringes or misappropriates such third party's Intellectual Property Rights, (b) arising from (i) Customer's use of the Services, other than a claim subject to indemnification by Builder under Section 8.1, (ii) any Customer Data or Builder's use of Customer Data in accordance with this Agreement, , (iii) Customer's or any End User's use of the Customer Application, or (iv) any aspect of the transaction between Customer's End User (Customer's customer), including but not limited to refunds, fraudulent transactions, and alleged or actual violation of laws (each a "**Claim Against Builder**"), and will indemnify Builder from any damages, losses, liability, settlements, attorney fees and costs, directly or indirectly, provided Builder (a) promptly gives Customer written notice of the Claim Against Builder, (b) gives Customer the option to control the defense and settlement of the Claim Against Builder (except that Customer may not settle any Claim Against Builder unless it unconditionally releases Builder of all liability, and except where Customer is unable to reasonably defend the Claim Against Builder), and (c) gives Customer all reasonable assistance, at Customer's expense.

8.3 **Exclusive Remedy.** Without affecting either party's terminations rights, this "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR WITH RESPECT TO AMOUNTS DUE FROM CUSTOMER, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR

THE SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

9.2 **Exclusion of Consequential and Related Damages.** EXCEPT FOR CUSTOMER'S BREACH OF SECTION 1.5 (ACCEPTABLE USE), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (the "**Term**").

10.2 **Term of Purchased Services.** The term of each subscription shall be as specified in the applicable Buildcard. Except as otherwise specified in a Buildcard, subscriptions, including any Studio One, will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Buildcard, renewal of promotional or one-time priced subscriptions will be at Builder's applicable list price in effect at the time of the applicable renewal.

10.3 **Termination for Breach and Bankruptcy.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

10.4 **Suspension of Services**. Without limiting Builder's termination or other rights hereunder, Builder reserves the right to suspend Customer's access to the Services (and any related services, including but not limited to, development and maintenance and support services, such as Studio One) in whole or in part, without liability to Customer: (i) if Customer's account is thirty (30) days or more overdue; (ii) for Customer's breach of this Agreement (including third party Loan Agreement); or (iii) to prevent harm to other customers or third parties or to preserve the security, availability or integrity of the Services. When practicable, Builder will use reasonable efforts to provide Customer with advance notice of the suspension (email sufficing). Unless this Agreement has been terminated, Builder will cooperate to restore Customer's access to the Services promptly after Builder verifies that Customer has resolved the issue requiring suspension.

10.5 **Termination for Inactivity**. Builder reserves the right to terminate Customer's Account and its access to the Services upon 30 days' advance notice if, for a period of 60 days (a) Customer has not accessed the Service or the Account has had no network activity and (b) such Account has not incurred any fees for such Services.

10.6 **Effect of Termination**. If the Agreement is terminated, then (a) all of Customer's rights and access to the Services will terminate (including access to Customer Data, if applicable), unless otherwise described in this Agreement, and (b) all fees owed by Customer to Builder are immediately due upon receipt of the final invoice or as set forth in the final invoice.

10.7 **Surviving Provisions.** The sections titled "Customer Application Attribution", "Free Services," "Fees and Payment," "Intellectual Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Effect of Termination," "Surviving Provisions", "General Provisions" and "Definitions" will survive any termination or expiration of this Agreement, and the section titled "Customer Data" will survive any termination or expiration of this Agreement for so long as Builder retains possession of Customer Data.

11. GENERAL PROVISIONS

11.1 **Export Compliance.** The Services, Content, other Builder technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Builder and Customer each represent that it

is not on any U.S. government or any other government or regulatory denied-party list. Customer will not permit any User to access or use any Service or Content in violation of applicable export laws or regulation including a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria, or Crimea) or in violation of any U.S. export law or regulation.

11.2 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.3 **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Builder and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, promotions, proposals, or representations, written or oral, published, or unpublished in any Builder marketing materials, including its websites and webpages, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Buildcards) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Buildcard or Order Form, (2) these Terms and Conditions, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

11.4 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

11.5 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

11.6 **Waiver**. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

11.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

11.8 **Assignment**. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party, upon written notice to the other party, may assign this Agreement in its entirety, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination by Builder, Builder will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.9 **Builder Contracting Entity, Notices, Governing Law, and Venue.** The Builder entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

If Customer is domiciled in:	The Builder entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction:

The United States of America, including North America (NA) and Latin America (LATAM)	Engineer.ai Corp., a Delaware corporation	26 S. Rio Grande Street, Suite 2072 Salt Lake City, Utah 84101, USA	Delaware and controlling United States federal law	Delaware, U.S.A.
India, including Asia-Pacific (APAC)	Engineer.ai India Private Limited	77B, Sector 18, IFFCO Road, Gurugram, Haryana India	India	Delhi, India
All Other, including Europe (EU), and Middle East and North Africa (MENA)	Engineer.ai Global Limited	North West House, 119 Marylebone Rd, London NW1 5PU, United Kingdom	England	England and Wales

11.10 **Manner of Giving Notice.** The parties may use emails to satisfy written approval and consent requirements under this Agreement, provided notices of termination or an indemnifiable claim ("**Legal Notices**") must be clearly identifiable as Legal Notices the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

11.11 **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

11.12 **Changes to this Agreement.** Builder reserves the right, at our sole discretion, to change or modify portions of this Agreement at any time. If Builder does this, it will post the changes on this page and will update the "Last Revised" date at the top of the page. Builder will use commercially reasonable efforts to notify Customer of any material changes prior to any such material changes taking effect, either through the Platform user interface, a pop-up notice on the Builder website, email via the email address associated with your Account, or through other reasonable means. Customer's continued use of the Services after the date any such changes become effective constitutes Customer's acceptance of the new terms of this Agreement. If any change to this Agreement is not acceptable to Customer, Customer must cease all access or use of the Services.

DEFINITIONS

CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH BELOW.

"**Account**" means Customer's account on the Platform.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Beta Services**" means Builder services or functionality that Builder is still testing and developing and that may be made available to Customer to try at its option at no additional charge or with applicable fees or subscription, which may be designated as alpha, beta, pilot, limited release, developer preview, non-production, evaluation, demo,

pre-release, trial, early access, or by a similar description.

"**Buildcard**" means the Customer specification, ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Builder, including any addenda and supplements thereto. Notwithstanding any language to the contrary in the Buildcard, all Professional Services purchased under an Buildcard are purchased separately from the Services.

"**Builder**" means the builder.ai company described in the "Builder Contracting Entity, Notices, Governing Law, and Venue", Section 11.9.

"**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Builder includes the Services and Content, and all pricing terms set forth in Buildcards. Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Builder services.

"**Content**" means information obtained by Builder from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to a Buildcard.

"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.

"**Customer Application**" means a software program, mobile application, or website that Customer creates or hosts using the Services.

"**Customer Data**" means electronic data and information submitted by or for Customer to or through the Services, excluding Content and Non-Builder Applications. Customer Data excludes anonymized data, where personally identifiable information has been removed.

"**Documentation**" means the applicable Service's "Customer Policies" and its usage guides and policies, as updated from time to time, accessible via <https://www.builder.ai/terms/customer-policies> or through the Builder online portals. For avoidance of doubt, the Documentation and Customer Policies, which includes the Builder Studio Customer Policies and the Builder Studio Store FAQ provided in the above links are hereby incorporated by reference in its entirety into this Agreement. If there is any conflict between the terms of this Agreement and the Documentation, the terms of this Agreement shall govern.

"**End User**" means an individual that Customer invites or permits to use the Services or a Customer Application. For clarity, End Users may include employees of Customer Affiliates and other third parties.

"**Force Majeure**" means unforeseeable circumstances or events, including, for example an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, pandemic, strike, or other labor problem (other than one involving Builder employees), Internet service provider failure or delay, Non-Builder Application, or denial of service attack.

"**Intellectual Property Rights**" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

"**Malicious Code**" means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Marketplace**" means an online directory, catalog or marketplace of applications that interoperate with the Services and any successor websites.

"**Non-Builder Application**" means Web-based, mobile, offline, or other app, services or software functionality that

interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace.

"**Order Form**" means any ordering documents, online registration, order descriptions or order confirmations referencing this Agreement.

"**Platform**" means the web-based application made available by Builder through its website at builder.ai (or any successor site) and all services, content, tools, features, and functionalities offered on or through such application, including Builder Studio, Studio One, Builder Cloud, and Studio Rapid.

"**Purchased Services**" means Services that Customer or Customer's Affiliate purchases under a Buildcard or online purchasing portal, as distinguished from Free Services or those provided pursuant to a Free Trial.

"**Professional Services**" means any professional services agreed to be performed by Builder for Customer, as are set out in a separate agreement, addendum, quotation, statement of work, or Buildcard.

"**Services**" means (a) the Platform and (b) any support, technical or Professional Services offered by Builder. "Services" exclude Content and Non-Builder Applications.

"**Usage Limits**" means limitations set forth in this Agreement, the Documentation, the Purchased Services, the Buildcard, the Order Form (including signature page order forms), the applicable subscription plan or Builder Care, the purchased packages, or plans, including limitations on features, storage, number of apps, support services, development priorities, resource assignments, and replacement services.

"**Usage Restrictions**" means Customer may not (a) make any Service or Content available to anyone other than Customer, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in a Buildcard or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-Builder Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Builder Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Builder intellectual property except as permitted under this Agreement, a Buildcard, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in a Buildcard or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent, or (l) use the Services or Content for any purpose except as expressly permitted under this Agreement.

"**User**" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Builder without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Builder at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors, and agents of Customer, and third parties with which Customer transacts business.