



Service Level Agreement

This Service Level Agreement ("SLA") sets forth the parties' objectives and the performance levels we must meet for all included services.

Capitalized terms used but not defined in this SLA shall have the meanings set out in the Builder.ai Terms and Conditions ("T&C").

"Service Level" means a performance standard that Builder.ai is required to meet in providing the Services, as set forth in this SLA.

"Service Credit" means a percentage of Service Fees to be credited to you if we fail to meet a Service Level, as set forth in this SLA.

SERVICE LEVEL COMMITMENTS

We'll provide Builder Studio One support for your app at no additional charge, or upgraded support, if purchased, such as Builder Studio One+. (Enterprise customers get Enterprise One included and Enterprise One+ subscription plan if they upgrade.) We will 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.ai shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond our reasonable control (the "Force Majeure").

We provide a 99.95% Uptime commitment for customers on the Builder Studio One+ plan and above. If Builder fall short of our 99.95% Uptime commitment and your app is affected, we'll apply a Service Credit for your future use.

For Enterprise customers, we provide 99.999% Uptime commitment.

SERVICE SCOPE

The Service Level covers the following Service: (a) Builder Studio Pro; (b) Builder Studio Store; (c) Builder Studio One plans; and (d) Builder Enterprise plans. This SLA, along with your subscription plan, shall include providing support and availability for:

- Bug fixes including root cause analysis; Automation to capture and resolve commonly recurring issues
- Infrastructure Monitoring and Application Performance Monitoring (APM)
- Third-party Application Programming Interfaces / Software Development Kit updates
- System Failures (Crashes) Support
- Security patches (app and infrastructure level)

The Service Level does not cover the following: (a) Builder Cloud; (b) Marketplace; and (c) Non-Builder Products and Services. The SLA further does not apply to codes of Customer Applications that have been altered or modified by the Customer or a third-party.

For additional information on scope and benefits, please refer to our Builder Studio One and Enterprise One subscription plans, available at < <https://www.builder.ai/terms/studio-one-subscription-plan> >.

SLA BREAKDOWN

Downtime is the overall number of minutes Builder was unavailable during a calendar quarter (i.e., January 1 through March 31 and every three month period thereafter). We calculate unavailability using server monitoring software to measure the server-side error rate, ping test results, web server tests, TCP port tests, and website tests.

Downtime excludes the following:

- Slowness or other performance issues with individual features (link expansions, search, file uploads, etc.)
- Issues that are related to external apps or third-parties, including Builder Marketplace
- Any products or features identified as pilot, alpha, beta or similar
- External network or equipment problems outside of our reasonable control
- Scheduled Downtime for maintenance.

UPTIME COMMITMENT

Uptime is the percentage of total possible minutes your app was available during a fiscal quarter. Our commitment is to maintain at least 99.95% Uptime for our Studio One+ plan:

$$[(\text{total minutes in quarter} - \text{Downtime}) / \text{total minutes in quarter}] > 99.95\%$$

For the Enterprise One plans, Uptime commitment is 99.999%.

SCHEDULED DOWNTIME

Sometimes we need to perform maintenance to keep our Services working smoothly. If scheduled downtime is necessary, we'll give you at least 48 hours advance notice. In a year, scheduled downtime will not exceed 20 hours.

SERVICE CREDITS

Service Credits are not refunds, cannot be exchanged into a cash amount, are capped at a maximum of 30 days of paid service, require you to have paid any outstanding invoices and expire once your contract ends. Service Credits are the sole and exclusive remedy for any failure by us to meet our obligations under this SLA.

Service Credits can be redeemed to add new features or request Professional Services for your app.

Downtime doesn't affect everyone at the same time or in the same way. For example, some Customer Applications may receive Service Credits during an outage in their region, while others in other regions that have not been similarly affected, will not.

The Service Credits set forth in this SLA shall be considered liquidated damages or your sole and exclusive remedy for our failure to meet Service Levels. Customers shall not be entitled to any other rights or remedies set forth in the Builder Terms and Conditions (T&C) .

RESPONSE AND RESTORATION

All Builder.ai subscription support tickets are prioritized and subjected to the timelines within Table 1. The Severity Levels are defined in the table below. Where we apply continued effort to assist with resolving issues that do not directly relate to work carried out by Builder.ai, we reserve the right to incrementally bill via a Service/Change Request for its time spent responding to those issues. We reserve the right to categorize the Severity Level.

TABLE 1: SEVERITY LEVELS – RESPONSE TIMES FOR SLA

Description	Standard SLA	Studio One	Studio One+ & Enterprise One	Enterprise One+
<p>Severity Level 1 - Critical</p> <p>Business stopping and no acceptable workaround. Imminent threat to key business or near term business milestones posing financial risk.</p>	<p>2 days</p> <p>Local business hours</p>	<p>4 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p>	<p>2 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p>	<p>1 hour</p> <p>24x7: infrastructure</p> <p>8x5: software</p>
<p>Severity Level 2 - Urgent</p> <p>Key business impacting, no workaround.</p>		<p>8 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p>	<p>4 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p>	<p>2 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p>
<p>Severity Level 3 - High</p> <p>Key business impacting with workaround, OR non-key business impacting no workaround.</p>		<p>16 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p>	<p>8 hours</p> <p>24x7 infrastructure</p> <p>8x5: software</p>	<p>4 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p>
<p>Severity Level 4 - Medium</p> <p>Non-key business impacting with workaround, OR not business impacting.</p>		<p>24 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p> <p>Local business hours</p>	<p>16 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p> <p>Local business hours</p>	<p>8 hours</p> <p>24x7: infrastructure</p> <p>8x5: software</p> <p>Local business hours</p>

For additional information on support commitment, please refer to our Builder Studio One and Enterprise One subscription plans.

CUSTOMER OBLIGATIONS

Your responsibilities and obligations in support of this SLA include the following:

- Providing information as required by us for performing the Services.
- Adhering to policies and processes established by Builder.ai for reporting service failures and incidents and prioritizing service requests.
- Making a representative available (i) for regular meetings to review the SLA and (ii) to consult with us for resolving service-related incidents or requests.
- Paying fees and costs as required by the Builder.ai Terms and Conditions, Buildcard, or applicable Order Form.

UPDATES

As our business evolves, Builder.ai may change our Service Level Agreement. You can review the most current version of the Service Level Agreement at any time by visiting this page or link.

Last Updated: March 30, 2023