



**MASTER PARTNER AGREEMENT**

This Builder Master Partner Agreement (“**MPA**” or “**Partner Agreement**” or “**Partner Program**”) and the **Program Policies** referenced herein (collectively, the “**Agreement**”) governs your access to the partner community and participation in the Builder partner program. by accepting this MPA, either by clicking a box indicating your acceptance or otherwise electronically indicating acceptance, you agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. you and Builder (“**Builder**”) are each a “**Party**” and collectively “**Parties**” to this Agreement.

You may not access the Partner Community or participate in the Partner Program if you do not agree with these terms and conditions, or (ii) are or become (in whole or in part) a direct competitor of Builder except with Builder’s prior written consent. Further, you may not access the Partner Community or join the Partner Program for purposes of monitoring Builder or its services, their performance or functionality, or for any other benchmarking or competitive purposes.

**Contents of Agreement.** This Agreement consists of this Signature Page, Schedule A (Terms and Conditions), Schedule B (Definitions) and **Schedule C [Program/Partner Type Agreement]**.

**Program or Partner Type.** Partner may request to join a specific Builder Partner Program (or Partner Type), which requires a separate addendum or agreement. Partner Program or Partner Type, if authorized, checked and included, shall be provided and form a part of this Agreement.

<b>Effective Date:</b>	<b>Program/Partner Type:</b> <input type="checkbox"/> Marketplace and Alliance <input type="checkbox"/> Capacity Network (Builder Hive) <input type="checkbox"/> Channels (Specify: _____) <input type="checkbox"/> Other (Specify: _____)
<b>Partner Name / Contracting Entity:</b>	
<b>State/Country of Incorporation:</b>	
	Attached as Schedule(s) : Schedule C
<b>Partner Address for Notices:</b>	<b>Partner Contact</b> Name: Phone: Email:
<b>Notice Email:</b>	

Agreed to and Accepted:  
Partner

Agreed to and Accepted:

**For Builder**

\_\_\_\_\_  
Partner Signature

By: \_\_\_\_\_

Title

Title:

Partner Name:

Print Name:

Date:

Date:



## SCHEDULE A: TERMS AND CONDITIONS

### 1. Program Overview

**1.1. Enrollment.** To participate in the Partner Program, Partner must be enrolled in a Program Type. To enroll in a Program Type, Partner must fulfill the Participation Qualifications set forth in the applicable Program Type's **Program Policies** as provided in Schedule C and be accepted for the applicable Program Type by Builder.

**1.2. Fees.** Participation in the Partner Program, including assignment to certain Partner Types and Partner Tiers or the receipt of certain Program Benefits, may be subject to Program Fees as described in the Program Policies. Payment obligations are non-cancelable and fees paid are non-refundable.

**1.3. Services, Compliance and Technical Training.** Partner's sales representatives must be reasonably capable of effectively delivering Builder's value proposition and must be generally knowledgeable about the Services and their interfaces, advantages and high-level functionality. Other requirements regarding Partner Services, compliance and technical training vary by Program Type, and are described in the Program Policies.

**1.4. Partner Affiliates.** Partner Affiliates may hold themselves out as Partners of Builder solely as expressly permitted pursuant to the Program Policies for such Partner Program, and only for the purposes of such Partner Program, subject to Partner's obligations with respect to the disclosure of third parties in Section 2.6 (Disclosure of Third Parties). Unless otherwise agreed by the Parties in writing, Partner is responsible for ensuring any Partner Affiliate holding itself out as a Partner of Builder complies with the terms of this MPA and first completes Builder's compliance and due diligence forms and receives Builder's written approval of such forms (before holding itself out as a Partner of Builder), available upon request by logging a case in the Partner Community. Participation by Partner Affiliates in this manner may be denied or revoked at any time by Builder in Builder's sole discretion. Alternatively, each Partner Affiliate that desires to be a member of the Partner Program must separately agree to this Agreement and take such other steps to enroll in the applicable Program Type as are specified in the Program Policies.

**1.5. Opt-in to Marketing.** Partner's participation in the Partner Program will serve as an opt-in to receive Builder's marketing communications. Partner will be presumed to have provided appropriate notices and have obtained appropriate consents, if required, from any persons or Partner Users who are signed up to the Partner Program on Partner's behalf. Partner may elect to opt-out from receiving Builder's marketing materials by contacting Builder directly.

**1.6. Partner-Sponsored Co-Marketing Activities and Expenses.** Partner may not sponsor and will not be reimbursed for any co-marketing activities or events, unless otherwise agreed in writing by Builder.

### 2. Intellectual Property Ownership

**2.1. Technology.** Subject to the limited licenses and rights set forth in this Agreement, nothing in this Agreement transfers or assigns to either Party any of the other Party's intellectual property or other proprietary rights in the other Party's technology, products or services. The intellectual property and other proprietary rights in Builder's technology, products and services, including without limitation the Marketplace, the Services and the Partner Services, are defined herein as "**Builder's Property**."

**2.2. Builder Trademarks.** Builder's marks, including those identified in Builder's Partner Branding Guidelines, and otherwise used on Builder's websites, are Builder's trademarks or service marks and may not be used in any manner except as expressly permitted in this Agreement or the applicable Program Policies, or with Builder's prior written consent. Consistent with Builder's trademark rights and usage policies, Partner shall not incorporate "Builder," (unless permitted by the Builder Partner Branding Guidelines) or any other Builder mark or brand in any trade name, brand name, domain name, or other source identifying term. Partner shall not bid on or purchase any keyword which is Builder's trademark, including without limitation BUILDER, BUILDER.AI, BUILDER STUDIO PRO, BUILDER STUDIO STORE, BUILDER CLOUD, BUILDER NOW, BUILDER HIVE, AND CAPACITY

NETWORK, (such as, for example, Google AdWords) except with Builder's prior written consent. Partner may not publish any advertisement that includes any Builder trademarks without prior review and approval of Partner's proposed ad and/or related website by Builder's Legal and Marketing teams. Partner may forward requests for review and approval to legal@builder.ai.

**2.3. Partner Trademark License.** Partner grants Builder a nonexclusive, nontransferable, non-sublicensable, royalty-free license to use, for the purpose of identifying and promoting Partner's participation in Builder's Partner Programs and in connection with Builder's rights, duties and obligations under this Agreement, Partner's marks including Partner's company name, and, if applicable, Partner's Marketplace publisher name and any Marketplace listing names, and any other marks or logos associated therewith or otherwise used by Partner within the Builder ecosystem ("**Partner's Marks**"). Partner may withdraw its approval of any use of the Partner's Marks at any time in its sole discretion upon written notice to Builder, which withdrawal shall be effective promptly but in no case more than thirty (30) days from the date of Partner's notice sent in accordance with Section 16.2 (Manner of Giving Notice) below, provided that no such withdrawal will require the recall of any previously published or distributed materials.

**2.4. Competitive Applications.** Subject to Builder's and Partner's respective rights and obligations under this Agreement, Builder acknowledges that Partner and/or other parties may develop and publish applications that are similar to or otherwise compete with the Services or other Builder applications, products and services, and Partner acknowledges that Builder and/or other parties may develop and publish applications that are similar to or otherwise compete with Partner's Applications, products or services.

### **3. Restrictions**

**3.1. Restrictions on Use of the Partner Services.** Partner is responsible for all activities that occur in Partner User accounts, and for its and Partner Users' compliance with this Agreement. In no event shall Partner:

- (i) sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise commercially exploit to any third party (except as expressly provided in this MPA) the Partner Services in any way;
- (ii) use the Partner Services or a 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,
- (iii) use the Partner Services or a Non-Builder Application to send or store any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;
- (iv) modify or make derivative works based upon the Partner Services;
- (v) create Internet "links" to the Services or Partner Services, or "frame" or "mirror" them;
- (vi) permit direct or indirect access to or use of any Services or Partner Services in a way that circumvents a contractual usage limit, or use any of the Partner Services to access or use any of our intellectual property except as permitted under this Agreement;
- (vii) interfere with or disrupt the integrity of performance of the Partner Services or the data contained therein; (viii) access Partner Services in order to build a competitive product or service or to benchmark with a non-Builder product or service or
- (viii) reverse engineer the Partner Services;
- (ix) share data or content from the Partner Services with Builder competitors;
- (x) attempt to gain unauthorized access to any Partner Services or Content or related systems or networks;
- (xi) copy Partner Services or any part, feature, function, or user interface thereof; or
- (xii) recruit or market directly to other Partner users using data, content or contact information obtained through the Partner Community.

Partner's intentional violation of the foregoing, or any use of the Partner Services in breach of this Agreement by Partner that in Builder's judgment imminently threatens the security, integrity or availability of Builder's services, may result in Builder's immediate suspension of the Partner Services. Builder will use commercially reasonable efforts under the circumstances to provide Partner with an opportunity to remedy such violation or threat prior to any such suspension.

**3.2. Restrictions on use of the Services.** Partner acknowledges and agrees that Partner's use of any Services provided to Partner in connection with Partner's activities hereunder is governed by the terms of the Master Service Agreement found at [builder.ai/terms/msa](https://builder.ai/terms/msa) unless Partner has a written master service agreement executed by Builder for such Services as referenced in the Documentation, in which case such written master subscription agreement between the parties will govern (as applicable, the "**MSA**").

**3.3. Additional Restrictions.** Without affecting any other restrictions set forth in the MSA and this MPA, Partner's use of any Program Benefits, including Builder's Property provided to Partner hereunder, is subject to additional restrictions. Specifically, Partner may *not*:

- (i) Remove or modify any program markings or any notice of Builder's or Builder's licensors' proprietary rights;
- (ii) Make the Services, any materials delivered hereunder, or any materials resulting from the Services available in any manner to any third party for use in the third party's business operations, other than as expressly permitted herein or in the Program Policies for Partner's assigned Program Type;
- (iii) Use Builder's Property in a manner that misrepresents Partner's relationship with Builder or is otherwise misleading or that reflects negatively on Builder or may harm Builder's rights therein;
- (iv) Modify in any way any of Builder's trademarks and/or associated logos (e.g., by inserting Partner's company or brand name inside Builder's proprietary logos OR by co-branding products or services by blending Builder's corporate logo with Partner's corporate logo without Builder's permission);
- (v) Use or duplicate Builder's Property provided to Partner for any purpose other than as specified in this Agreement or make Builder's Property available to unauthorized third parties;
- (vi) Use Builder's Property for Partner's own internal business operations, or use or make Builder's Property available in any manner to any third party for use in the third party's business operations or for any other commercial or production use, other than as expressly permitted in this Agreement applicable to Partner's assigned Program Type and/or Partner Tier; or
- (vii) Use the Services, Partner Community, Marketplace or Builder Property in violation of Builder's Acceptable Use Policy found at [builder.ai/terms/acceptable-use-policy](https://builder.ai/terms/acceptable-use-policy) as may be updated from time to time.

## 4. Compliance

### 4.1. Compliance with Laws.

**4.1.1. Compliance with Applicable Laws.** In connection with this Agreement, Partner shall comply, and shall ensure its employees, officers, directors, and any third parties performing activities on Partner's behalf comply, with all applicable laws and regulations, including, without limitation, trademark and copyright laws and ICANN policies and procedures governing domain names ("Applicable Laws") and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Builder, Customers, the Services, or to the public. Builder shall comply with Applicable Laws that are applicable to Builder generally (i.e., without regard to Partner's and/or any Customer's particular use of the Services or Partner Services) in its performance of its obligations hereunder.

**4.1.2. Compliance with Anti-Corruption Laws.** Without limiting Section 4.1 above, in connection with the Agreement, Partner, and all employees, officers, and directors, and any third parties working for Partner or performing activities on Partner's behalf, (1) will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the Prevention of Corruption Act (1988, India) and other applicable anti-corruption laws and regulations (collectively, the "**Anti-Corruption Laws**"); and (2) shall keep accurate books, accounts, and records. It is the intent of the Parties that no payments or transfers of anything of value shall be made in connection with this Agreement that have the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

**4.1.3. Consequences of Violation.** Partner hereby acknowledges and agrees, Builder may terminate or suspend this Agreement immediately by written notice without any liability to Partner: (1) upon any violation by Partner of this Section 4; or (2) circumstances causing Builder to believe, in good faith, that Partner, or any of its owners, directors, employees, or third parties (including sub-contractors, sub-distributors, integrators, or other third parties), has engaged in illegal conduct or unethical business practices, including any potential violations of the Anti-Corruption Laws. Termination or suspension by Builder under this section shall be in addition to, and not in lieu of, Builder's other legal rights and remedies. If Builder terminates or suspends the Agreement under this section, Builder may suspend or withhold any payments to Partner hereunder. Builder will not be liable for any claims, losses, or damages arising from or related to failure of Partner to comply with the Anti-Corruption Laws or this Agreement or related to the termination or suspension of this Agreement under this clause, and Partner will indemnify and hold Builder harmless against any such claims, losses, or damages.

**4.2. Reporting Potential Violations.** Partner agrees that it shall promptly inform Builder's Legal Department (legal@builder.ai) in writing should it or any of its officers, directors, or employees learn of, or suspect, any act or circumstance that may violate applicable laws in connection with this Agreement.

**4.3. Export Compliance.** Builder and Partner each represents that it is not named on any U.S. government denied-parties list. Neither party will access or use any Partner Services, Program Benefits or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

## **5. Confidentiality**

**5.1. Protection of 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. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

**5.2. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such 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 such Confidential Information.

## 6. LIMITATION OF LIABILITY

**11.1 LIMITATION OF LIABILITY. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF BUILDER TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE PROGRAM FEES PAID BY PARTNER IN THE 12 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. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO BUILDER'S INDEMNIFICATION OBLIGATIONS UNDER THE SECTION (INDEMNIFICATION BY BUILDER) BELOW.**

**11.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT WILL BUILDER 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 BUILDER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF BUILDER OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

## 7. INDEMNIFICATION

**7.1. Indemnification by Partner.** Partner will defend Builder against any claim, demand, suit or proceeding made or brought against Builder by a third party (i) alleging that Partner's products or services, or any data that Partner enters into the Services or the Partner Community, infringe the intellectual property rights of, or have otherwise harmed, such third party; (ii) based upon a representation made by Partner to such third party; or (iii) based upon a Partner's breach of this Agreement (each a "**Claim Against Builder**"), and will indemnify Builder from any damages, attorney fees and costs finally awarded against Builder as a result of, or for any amounts paid by Builder under a settlement approved by Partner in writing of, a Claim Against Builder, provided Builder (a) promptly gives Partner written notice of the Claim Against Builder, (b) gives Partner sole control of the defense and settlement of the Claim Against Builder (except that Partner may not settle any Claim Against Builder unless it unconditionally releases Builder of all liability), and (c) gives Partner all reasonable assistance, at Partner's expense.

**7.2. Indemnification by Builder.** Builder will defend Partner against any claim, demand, suit or proceeding made or brought against Partner by a third party alleging that the Services, or the Partner Community, infringes or misappropriates the intellectual property rights of such third party (a "**Claim Against Partner**"), and will indemnify Partner from any damages, attorney fees and costs finally awarded against Partner as a result of, or for amounts paid by Partner under a settlement approved by Builder in writing of, a Claim Against Partner, provided Partner (a) promptly gives Builder written notice of the Claim Against Partner, (b) gives Builder sole control of the defense and settlement of the Claim Against Partner (except that Builder may not settle any Claim Against Partner unless it unconditionally releases Partner 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 the Services or Partner Community Builder may in its discretion and at no cost to Partner (i) modify the Services or Partner Community so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Partner's or Customer's (as applicable) continued use of that Service in accordance with this Agreement; or (iii) terminate any of Partner's or Customer's (as applicable) rights for that Service upon thirty (30) days' written notice and refund Partner or Customer (as applicable) any prepaid fees covering the remainder of the term of the terminated Services. The above defense and indemnification obligations do not apply to the extent a Claim Against Partner arises from (i) Content, a Non-Builder Application or Partner's breach of this Agreement, the Documentation or applicable Order Forms; or (ii) the use or combination of the Services, the Partner Community, or any part thereof

with software, hardware, data, or processes not provided by Builder, if the Services or Partner Community, or use thereof, would not infringe without such combination.

**7.3. Exclusive Remedy.** This “Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this section.

## **8. Warranties; Disclaimers and Remedies**

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUILDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SERVICES, THE PARTNER PROGRAM (INCLUDING WITHOUT LIMITATION THE PARTNER SERVICES, PARTNER COMMUNITY, MARKETPLACE AND PROGRAM BENEFITS), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND 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 INCLUDING WITH RESPECT TO THE PERFORMANCE, FUNCTIONALITY, QUALITY, BENEFITS OR AVAILABILITY OF ALL OF THE FOREGOING. CONTENT AND BETA SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. IN NO EVENT WILL BUILDER BE LIABLE TO PARTNER (OR TO ANY INDIVIDUAL OR ENTITY AFFILIATED WITH PARTNER) FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE SERVICES, THE PARTNER SERVICES OR ANY OTHER BUILDER PRODUCT OR SERVICE, MADE AVAILABLE, ACCESSED OR USED AS PART OF PARTNER’S PARTICIPATION IN THE PARTNER PROGRAM.**

## **9. Relationship of the Parties**

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between Partner and Builder, notwithstanding the use of the term “partner” in this Agreement. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this MPA. Partner shall not make any proposals, promises, warranties, guarantees, or representations on Builder’s behalf or in Builder’s name.

## **10. Services Feedback**

Partner grants Builder a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable, license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Partner relating to the operation of Builder’s or its Affiliate’s services.

## **11. Term, Termination & Renewal**

**11.1. Term.** This Agreement starts on the Effective Date and shall remain in effect unless terminated as set forth herein, provided that if Partner joins a Partner Program(s) and its participation in all such Partner Programs terminates, this Agreement shall automatically terminate as of the end date of its participation in the last Partner Program.

**11.2. Termination for Cause.** Either Party may immediately terminate this MPA upon written notice to the other Party if:

- (i) the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or makes an assignment for the benefit of creditors,
- (ii) the other Party publicly announces (including by reporting it in SEC filings) that it has reached agreement to acquire or be acquired by the terminating Party’s competitor,
- (iii) the other Party breaches its confidentiality obligations under this MPA or infringes or misappropriates the terminating Party’s intellectual property rights,
- (iv) it determines, based on one or more Customer or prospective Customer complaints, that



- the other Party's actions or statements creates a significant risk of harm to the terminating Party's reputation or customer relationships,
- (v) the other Party has committed fraud or misrepresentation with respect to entering into and/or the performance of this Agreement,
  - (vi) a Party learns of circumstances that give it reason to believe that the other Party has engaged in illegal conduct or unethical business practices in connection with performance of this Agreement,
  - (vii) the other Party, or any of its owners or employees responsible for providing services under this Agreement have become the target of an investigation or prosecution by any governmental authority for alleged corruption or other violation of laws, or
  - (viii) the other Party has violated the Compliance Section (Compliance with Applicable Laws) above including, in the case of Builder, Partner's violating Builder's rights under trademark and copyright laws and/or ICANN policies and procedures governing domain names.

Subject to the foregoing, either Party may terminate this MPA upon thirty (30) days' written notice to the other Party of such other Party's material breach if the breach is not cured during that period. Builder may suspend Partner's assigned Program Type Program Benefits during any period in which Partner is in breach of this Agreement, including its payment obligations. Termination of this MPA for cause shall be in addition to, and not in lieu of either Party's other legal rights and remedies.

**11.3. Termination for Convenience.** Subject to the Section (Effect of Termination) below, Builder may terminate this MPA for convenience upon thirty (30) days' written notice to Partner.

**11.4. Effect of Termination.** Upon termination or expiration of this MPA, Partner shall cease to be a participant in the Partner Program and all of Partner's rights to receive the Program Benefits detailed in this Agreement, and to use Builder's Property shall cease. If Builder terminates for convenience under the Section (Termination for Convenience) or Partner terminates for cause under the Section (Termination for Cause), Builder will refund the pro-rated portion of any pre-paid Program Fees covering the period following such termination. Provisions that survive termination or expiration include those relating to limitation of liability, payment, and others which by their nature are intended to survive. For clarity, expiration or termination of this MPA will not relieve Partner of its obligation to pay the portion of the Program Fees associated with its participation in the Partner Program leading up to the effective date of the expiration or termination.

## **12. Cooperation on Disputes**

Partner shall reasonably cooperate with Builder in regard to any inquiry, dispute or controversy in which Builder may become involved and of which Partner may have knowledge, including with respect to disclosure of relevant documents and financial information, and interviews of Partner's personnel. Such obligation shall continue after the expiration or termination of this Agreement.

## **13. Entire Agreement**

Partner agrees that this MPA and the information which is incorporated into this MPA by written reference (including reference to information contained in a URL and/or referenced policies and/or guides), or any applicable Order Form for Program Fees or the purchase of certain Program Benefits, or addendum attached hereto, constitutes the complete agreement between the Parties relating to Partner's participation in the Partner Program. This Agreement supersedes and replaces any prior representations, written or oral, regarding Partner's participation in the Partner Program as well as any other online or click-through agreement that Partner may have previously entered into with Builder governing Partner's participation in the Partner Program before the MPA version date provided above. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. To the extent of any conflict or inconsistency between the provisions in the body of this MPA and any addendum or exhibit hereto, the terms of such addendum or exhibit shall prevail. To the extent of any conflict or inconsistency between the provisions in the body of this MPA and any Order Form, the terms of the Order Form shall prevail. The Parties

agree that any term or condition stated in a Partner purchase order or in any other Partner order documentation (excluding Order Forms) is void. This MPA and any Order Form that Builder and Partner enter into may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, provided however, that Builder may modify or amend the Program Policies from time to time as permitted therein.

**14. Assignment**

Neither Partner nor Builder may assign any rights or obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld or delayed), provided either Party may assign this Agreement without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning Party’s assets not involving a direct competitor of the other Party.

**15. Parties, Legal Notices, Governing Law and Jurisdiction**

**15.1. General.** The Builder entity that Partner is contracting with under this Agreement, the address to which Partner should direct legal notices arising under or relating to this Agreement, the law that will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where Partner is domiciled as follows:

<b>If Partner is domiciled in:</b>	<b>The Builder entity entering into this Agreement is:</b>	<b>Notices should be addressed to</b>	<b>Governing law is:</b>	<b>Courts with exclusive jurisdiction:</b>
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	15 Westferry Circus Canary Wharf London E14 4HD United Kingdom	England	England and Wales

**15.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (iii) except for notices of termination or an indemnifiable claim (“**Legal Notices**”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Notices to Partner shall be addressed to the contact designated by Partner for Partner’s relevant partner account, and in the case of billing-related notices, to the relevant billing contact designated by Partner. Notices to Builder that are not Legal Notices shall be addressed to the entity Partner is contracting with, as described above, and to the attention of the Partner Program Manager.

**15.3. 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.



## SCHEDULE B: DEFINITIONS

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

“**Beta Services**” means Services or functionality that may be made available to Customer or Partner to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“**Builder**” means the Builder.ai company as set forth in **Section** (Parties, Legal Notices, Governing Law and Jurisdiction) of this MPA.

“**Confidential Information**” means all confidential 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. Builder’s Confidential Information includes, but is not limited to, the Marketplace; Builder’s and third party applications; any non-public information Partner has access to through the Partner Community; the Services; Customer Data to which Partner has access through Builder’s systems by virtue of participating in the Partner Program; and the terms and conditions of this Agreement. Partner’s Confidential Information includes, but is not limited to Partner Applications and Partner’s business and marketing plans, technology and technical information; products designs; and business processes. Confidential Information of each Party includes the discussions regarding the partner relationship. However, Confidential Information shall 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 breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without breach of any obligations owed to the Disclosing Party. Notwithstanding the foregoing, the protections set forth in this Agreement for Customer Data remain in full force and effect even where such Customer Data meets the criteria in (i) - (iv) above.

“**Content**” means information obtained by Builder from publicly available sources or its third party content providers and made available to Customer or Partner through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

“**Customer**” means an individual or entity (including its Affiliates) that has entered into a Master Subscription Agreement with Builder and one or more Order Form(s) to purchase Services.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-Builder Applications.

“**Documentation**” means the applicable compliance documentation, and its usage guides and policies, as updated from time to time.

“**Effective Date**” of this Agreement will be the date on which Partner accepts this Agreement as set forth above.

“**Marketplace**” means Builder’s online directory of (i) applications that interoperate with the Services and (ii) consulting partner services.

“**Non-Builder Application**” means a Web-based, mobile, offline or other software application functionality that is provided by Customer, Partner or a third party and interoperates with a Service, including, for example, an application that is developed by or for Customer or Partner, is listed on an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the Marketplace, or is identified as Builder Labs or by a similar designation.

“**Order Form**” means, depending on the context in which it is used herein,

- (i) the ordering documents that are entered into between Partner and Builder from time to time to effect Partner's payment of Program Fees associated with its participation in the Partner Program or receipt of certain additional Program Benefits, including any addenda to such ordering documents; Order Forms submitted by Partner shall be deemed incorporated herein by reference;

*or*

- (ii) ordering documents or online order, such as a Buildcard, specifying the Services to be provided to a Customer and associated with a Customer's purchase of Services from Builder.

**"Participation Qualifications"** means the Program Type requirements set forth in the applicable Program Type's Program Policies.

**"Partner"** means (i) a company or other legal entity, or (ii) an individual acting on their own behalf, who has agreed to this Agreement.

**"Partner Community"** means a partner portal or website that Builder may make available to certain participants in the Partner Program (which may have varying levels of access based on the Partner's assigned Program Type and Partner Tier) to facilitate their participation in the Partner Program, including the ability to access online training courses, log support cases, and collaborate with Builder employees and other Builder Partners.

**"Partner Program"** means, collectively, the Program Benefits and rights and obligations of Partner and Builder that are associated with the Program Types described in the Program Policies. The Partner Program does not provide distribution rights to the Partner for the Services, nor does it contemplate any kind of reseller relationship between Builder and Partner, which are governed by separate and additional Builder agreements and application processes.

**"Partner Services"** means the online, Web-based applications and platform to facilitate Partner's partner relationship with Builder and available via builder.ai and/or other designated websites, that are provided to Partner in accordance with this Agreement and/or Partner's participation in a Program Type, including associated offline components, but excluding any Non-Builder Applications. Partner Services includes, but is not limited to, the Partner Community, Marketplace and Partner training resources.

**"Partner Tier"** means Partner's level in certain Program Types. Partner Tiers are described more fully in the Program Policies and are subject to change from time to time.

**"Partner User"** shall mean an individual who is authorized by Partner to use the Services or Partner Services (including Partner Community) that Builder makes available to Partner, and to whom Partner (or, when applicable, Builder at Partner's request) has supplied a user identification and password (for Services or Partner Services utilizing authentication). Partner Users may include, for example, employees, consultants, contractors and agents of Partner, and third parties with which Partner transacts business.

**"Program Benefits"** means the materials and/or services that may be provided to Partner under this Agreement as part of Partner's participation in a Program Type. Certain Program Benefits may be subject to payment of additional fees.

**"Program Fees"** means collectively, any fees that Partner must pay Builder for participation in a Program Type, or for Program Benefits, as further described in the Program Policies.

**"Program Policies"** means the terms describing the Partner Program, Program Types, Partner Tiers, Program Benefits, and other policies governing Partner's participation in the Partner Program, as set forth in this MPA.

**"Program Type"** means a category or sub-category of the Partner Program that has a particular scope and particular set of Program Benefits, as set forth in this MPA and the Program Policies. Program Types may have multiple Partner Tiers.

**"Services"** means the products and services that are ordered by Customer under an Order Form (or otherwise provided to Partner in accordance with this Agreement) and made available online by Builder, including associated

Builder offline or mobile components, as described in the Documentation. Services exclude Content and Non-Builder Applications.

**SCHEDULE C: [PARTNER TYPE AGREEMENT]**