



## CUSTOMER POLICIES

**Last Updated: January 21, 2022**

### INTRODUCTION

Digital transformation, automation and artificial intelligence (AI) continue to revolutionise the way businesses operate and innovate. Automation uses bots to complete routine and repetitive tasks. Similarly at Builder.ai™, we use Building Blocks™ to create features and functions common among apps. We also leverage the power of AI to accelerate app development.

At Builder.ai, we use Building Blocks to make software development as easy as ordering pizza. Customised features are built around core functionality, Building Blocks (sometimes, we call these “reusable features”) are licensed from us, Builder.ai, to you, the Customer, and where needed, they’re enhanced by skilled service providers, our Capacity Network™ Partner Network (CN).

Typically, our app development process includes:

- **Base Platform.** This is our technology, the Builder.ai Service, which includes Builder Studio™, used to develop and create Customer Applications. This platform is proprietary to Builder.ai.
- **Generic Tools.** Generic Tools are tools developed by Builder.ai that are used by us and our Capacity Network partners to create Building Blocks and Customer Applications. We use these tools with more than one customer and in multiple Customer Applications.
- **Customised Customer Applications.** Most customers will require the creation of a customised app to meet their needs and specifications. Customised app or Customised Customer Applications may or may not incorporate customer know-how or domain expertise.

We’re proud of what we offer you and want to explain exactly what you’ll be getting and how our services work. That means this document is quite long and there’s a fair bit of legal stuff – so from now on instead of talking about ‘our customer’, we’ll just say ‘you’ and rather than saying ‘Builder.ai’ over and over, we’ll just say ‘us’ or ‘we’.

### SERVICES

We’ll provide you with the Services, including features, specified in each Buildcard™ (sometimes referred to as a “Project”), subject to you paying all applicable fees. This means that you can’t unilaterally stop a Project just by stopping payment (see Pause and Termination below).

## **CUSTOMER COOPERATION**

You must cooperate reasonably and in good faith with us – this means you need to:

- (a) allocate sufficient resources and time to complete any tasks for us to fulfil our obligations under this Buildcard;
- (b) deliver any Customer deliverables and other obligations required under each Buildcard in a timely manner;
- (c) respond to our inquiries quickly;
- (d) assign an internal project manager for each Buildcard who'll serve as our single point of contact;
- (e) participate actively in scheduled project meetings;
- (f) provide in a timely manner and at no charge to us, access to your appropriate and knowledgeable employees and agents, and coordinate onsite, online and telephonic meetings all as reasonably required; and
- (g) complete accurate and timely information, data and feedback (all as reasonably required).

We're not responsible or liable for any late delivery, or delay, or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this agreement. Any delays caused by you, may result in additional charges for resource time.

We offer Builder Home™ as a centralised project management platform that provides status information about your Buildcard (see Project Management and Updates below). It's your responsibility to use Builder Home to cooperate and to communicate with us.

## **DELIVERY AND ACCEPTANCE**

Builder.ai will provide the Project, including any Deliverables, in accordance with the applicable Buildcards.

Once we complete each Deliverable under a Buildcard, we will: (a) submit a complete copy to you; and (b) if you like, show you how it works. You're responsible for reviewing and testing all Deliverables in accordance with any acceptance criteria or test plans we've mutually agreed upon in writing, for your Deliverables. You'll give us written notification that you accept each deliverable, promptly, using the Builder Home platform. However, if you fail to timely reject a Deliverable we consider that acceptance. In your reasonable and good faith judgement, if you determine that any Deliverable we submit doesn't satisfy the agreed-upon acceptance criteria (as specified in this Buildcard or mutually agreed upon in writing by both parties), you must notify us in writing within 10 business days after we submit it for review, specifying its deficiencies in detail. You can do this on the Builder Home platform. We'll use commercially reasonable efforts to correct these deficiencies and resubmit this Deliverable to you as soon as practicable. Then, you test the Deliverable as before – again, if there's an issue, you need to explain it to us on the Builder Home platform within 10 business days of us resubmitting it to you. If a Deliverable still fails to meet its functional requirements (as specified in your Buildcard) after its third resubmission, you may either, as your sole and exclusive remedy: (i) again reject the Deliverable and return it to us for further correction as described above, or (ii) subject to the applicable Master Service Agreement, request to terminate that Buildcard with written notice and recover Project fees paid under the Buildcard for this deficient Deliverable – as credit for future Services or Project.

If we both agree that a Deliverable's functional requirements specified in your Buildcard need

modifying (for example, due to incorrect assumptions or changed requirements), we'll cooperate in good faith to execute a Change Order (see below) for these revised requirements.

If a Deliverable isn't accepted after three resubmissions, the matter will be escalated to your executive sponsor for the project associated with the Buildcard and the Builder Customer Success Manager.

If a Project or Buildcard is terminated or cancelled after mutual consent, then we'll credit you for future Services or Project (see Refund and Cancellation below for additional information).

## CHANGE ORDERS

Either party may request in writing changes to the Buildcard – you can do this on Builder Home. Changes to a Buildcard will require a written Change Order signed by both sides before changes are implemented. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. No changes, including any oral or written promises or discussions, will be effective unless and until memorialised in a written Change Order signed by both parties. Change Order can include, for example:

- Issues identified during development or testing
- New technology releases during the course of development
- Changes in your requirements

Adding additional features might not need a Change Order or a new Buildcard. However, descopeing or removing features does require a Change Order or new Buildcard.

## INTELLECTUAL PROPERTY RIGHTS

In our Master Service Agreement, we laid out the terms and conditions of our SaaS (software as a service) delivery model. Here, we'll expand on standard clauses and describe to you the allocation of intellectual property (IP) rights in the Deliverables. Software is typically protected under copyright law and may be subject to other typical IP protections, such as patents and trade secrets, which shall be your responsibility.

- **Ownership of Base Platform.** We retain exclusive right, title, and interest, in perpetuity and worldwide, to our Base Platform. We may use the Base Platform with our other customers or in any other manner at our sole discretion.
- **Building Blocks.** We retain exclusive right, title, and interest, in perpetuity and worldwide, to Building Blocks. We may use Building Blocks with our other customers or in any other manner at our sole discretion. To the extent that you have access to any Building Blocks and a licence from us to use such Building Blocks, you can use the Building Blocks solely to create Customer Applications. You can't remove any copyright, confidentiality, proprietary, or similar notices from any Building Blocks. You (and your other service providers) must not reverse engineer, decode, disable, decompile, or otherwise translate or convert the Building Blocks or any part thereof. Except with our prior written consent, you can't use or offer any Building Blocks on a service bureau basis or application service provider basis, or sublicense or rent or loan any Building Blocks or otherwise make any Building Blocks available to any third-party, including, without limitation, to any of our competitors, and then only in strict compliance with the scope of the licence rights granted by us to you in writing. In the event we create Building Blocks while performing Project for you, we retain exclusive right, title, and interest, in perpetuity and worldwide, to the new Building Blocks.
- **Customised Customer Application.** Upon full payment to us of all applicable Fees, including

completion of a Builder Care plan, the Customised Customer Application will be deemed a “work made for hire”. To avoid any doubt, Work Product does not include: (a) Building Blocks; (b) the Base Platform; and (c) other third-party materials licensed or provided by or to us. These shall not be considered “works made for hire”, are excluded from the work defined herein, and shall remain our property (collectively, “Pre-Existing Works”). After full payment of all applicable Fees to us, including completion of a Builder Care plan, we shall execute documents of assignment, or registration of copyright, or other rights reasonably requested by you about the Work Product.

- **Customer Materials.** You are and will remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. You don’t grant us any rights in or to your intellectual property, except any licences that we may require to perform our obligations to you, and for general development and commercialization of our Base Platform and Building Blocks.
- **Residuals.** We aren’t prohibited or restricted from using any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms, or techniques retained in the unaided mental impressions of our personnel (“Residuals”), including without limitation any Residuals which we, individually or jointly, use, develop or learn in connection with performance of your Project, provided that in using Residuals, we comply with our confidentiality obligations to you. In other words, if we learn some general information about your Project while working with you, we are free to use that information retained in our memory.
- **Third-Party Materials.** Your Customised Customer Application may include or operate in conjunction with Third-Party Materials. We’ll tell you if any Deliverable requires or includes Third-Party Materials (either beforehand or when we deliver it). And we’ll provide you: (a) a copy of all documentation and third-party licence agreements relating to such Third-Party Materials as are available to us; or (b) website or other information specifying where you can access this documentation and third-party licence agreements. All Third-Party Materials are provided according to the terms and conditions of the applicable third-party licence agreement. You shall comply with all such third-party licence agreements and if you breach them, we’ll judge it as a material breach of this agreement.

## PROJECT MANAGEMENT AND UPDATES

Both of us shall maintain within our organisations a project manager who’ll serve as a primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. You must ensure such a project manager is responsible for providing all day-to-day consents and approvals on your behalf. So your project manager must have the organisational authority, skill, experience and other qualifications to perform in this capacity. We’ll use commercially reasonable efforts to maintain the same project manager in place for you, throughout your development and customization process.

At Builder.ai, our product managers are generally referred to as Productologists™ and our technical project managers are Ninjas™. We’ll periodically update you on the status of your Project using our customer dashboard, Builder Home. Using Builder Home, you can collaborate with the assigned Productologist, Ninja, and other Builder.ai team members (collectively, the “Squad”).

Builder Home is a dashboard where you can view your Buildcard's progress. For example, this dashboard has progress status, feature status, release updates, meeting details, account settings and details, including invoices and receipts, and a support mechanism through which all dependencies can be viewed and resolved both by you and the Squad. Our aim is to make communications and collaboration easy.

## What can you do on Builder Home?

- Dashboard: view % progress, confidence index of the project, feature status, overall roadmap and status of phases
- To-dos/Queries/Bugs: view queries raised by Squad and action/comment, including ticket and bug support
- Details: view contact details for Squad, associated documents and important links related to your Buildcard
- Buildcard: view and review your Buildcard
- Account Management and Settings: enable account settings, including invoices and billing details.

Here are the different statuses of your Buildcard or Project – and what each one means:

**Paid:** You've paid your security deposit.

**Unpaid:** You've created a Buildcard but not made a security deposit payment.

**Assigned:** Your Buildcard is assigned to a Builder Squad.

**Ongoing:** You've had your kick-off meeting and your Project is in progress.

**Paused:** Your Project is paused due to development or billing issues.

**Completed:** Your Project has been delivered and productionised by the Squad.

**Builder Care:** You've chosen ongoing support and maintenance through a Builder Care plan.

While the above aid in our communication with you, payments or payment plans are not tied to progress of a Buildcard or Project. We may change the above Project states and statuses from time to time, as we improve and enhance our Services and operations.

## INCIDENTAL AND THIRD-PARTY EXPENSES

You'll reimburse us for third-party expenses incurred in connection with your Project (for example, a connection fee to a third-party platform). If an estimate of incidental expenses is provided in your Buildcard, we won't exceed this estimate without your written consent. If no incidental expenses are provided, we'll seek your written approval before incurring these incidental expenses.

## REFUND AND CANCELLATION

We follow a customer-first approach so you can feel confident about your association with us and the services we provide.

- If you wish to cancel a contract or account, notify us at least 30 days before the end of your term (email: [cancelrequest@builder.ai](mailto:cancelrequest@builder.ai)). Upon cancellation and termination, we'll delete your Customer Data from our servers.
- Subscriptions are automatically renewed after each term.
- You can upgrade plans or add new features at any time; however, we don't refund any fees in the event we authorise a downgrade.
- If you stop using our Services or stop participating or collaborating with our team, we won't refund the fees paid by you for the remaining term, including outstanding balances or payment

obligations.

Without limiting any other remedies, we may suspend, pause, cancel, or terminate your contract or account if we suspect that you've engaged in fraudulent activity in connection with the Services offered by us.

## **PAUSED AND TERMINATION**

**Pause a Project.** If you owe any amount – under this or any other agreement with us – that's 30 days or more overdue, we may, without limiting our other rights and remedies, suspend your Project (see Pause above) until this amount is paid in full. However, you can't suspend a Project without our prior written approval.

**Payment Upon Termination.** Upon any termination, you'll pay any unpaid fees and expenses incurred on or before the termination date, including the remainder of any subscription fees of any purchased plan and any outstanding payment obligations. In the event that you terminate a Buildcard for cause, with our approval or consent, and you've prepaid any fees for your Project that you've not yet received, we'll refund your prepaid fees. If we terminate a Buildcard for cause, any prepaid fees for the Project charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in your Buildcard.

## **NON-SOLICITATION**

You shall not, either directly or indirectly, recruit or solicit (other than by general advertisement) for employment or engagement as an independent contractor, anyone employed or engaged by us or any Subcontractor and involved in any respect with this Buildcard.

## **CAPITALISED TERMS**

Here, we explain what some of the terms used above mean:

**"Base Platform"** means the Builder Studio Store and Builder Studio Pro application development platform, on which our Services operate and where you can create Customer Applications. The Base Platform includes Building Blocks.

**"Building Blocks"** means Generic Tools owned by Builder.ai.

**"Change Order"** means any change to a Buildcard, as applicable (described in the "Change Orders" section, above). Change Orders will be deemed incorporated by reference in the applicable Buildcard or executed amendment.

**"Customer Materials"** means all materials and information, including documents, data, specifications, software, content, and technology that are provided to us by you or on your behalf, but doesn't include the Base Platform, Building Blocks, Services, the Buildcards, and Third-Party Materials.

**"Customised Customer Application"** means your Customer Application that incorporates your know-how or we customise for use only by you. For the avoidance of doubt, Customised Customer Application expressly does not include: (i) Generic Tools; (ii) the Base Platform; or (iii) other third-party materials licence or provided by or to us for use in performing Project.

**"Deliverable"** means a deliverable or release under a Buildcard.

**"Generic Tools"** includes, without limitation, any tools, software (in source code or object code), bots,

algorithms, calculators, spreadsheets, architecture, modules, components, designs, utilities, objects, program listings, models, templates, methodologies, frameworks, routines, interfaces, screen designs, instructions, configurations, databases, data sets, and items of a similar nature, owned, licensed, or developed by Builder.ai (directly and/or through our affiliates, consultants, and/or subcontractors), whether in connection with or independently of the performance of your Project, and modifications, enhancements, and/or derivative works to all of the above, whether pre-existing or developed during the performance of your Project and delivery of Deliverables, including, without limitation, any modifications based on your feedback or based on the Project provided to you, and any copies or documentation relating to it.

“**Project**” means work performed by us, our Affiliates, or our respective permitted subcontractors under a Buildcard, including the provision of any Deliverables specified in that Buildcard, to create a Customised Customer Application.

“**Buildcard**” means a statement of work describing a Project to be provided, that’s entered into between you and us or any of our Affiliates.

“**Third-Party Materials**” means materials and information, in any form or medium, including any software (including open source software), documents, data, content, specifications, products, equipment, or components of or relating to the Customised Customer Application that are not proprietary to Builder.ai.

## **CHANGES TO POLICY**

We may change this Policy by posting an updated version of it – this updated Policy will be effective as soon as we post it.