

# STUDIO ONE ENTERPRISE ONE SUBSCRIPTION PLAN

## INTRODUCTION

Builder® Studio One™ (formerly Builder Care Plans) or Enterprise One (collectively, “Subscription Plan”) is a subscription support offering that includes access to maintenance, support, updates, and program resources that help all customers use and maximize their Builder.ai® investment, the Customer Applications on Builder Studio®. We’ll provide the applicable Subscription Plan to you in accordance with the description outlined in this plan document. You’re responsible for evaluating any advice or guidance received from Builder.ai as part of a Subscription Plan and for implementing any such advice and guidance. “We,” “our” and “us” refers to Builder.ai (the trading name of Engineer.ai Corp) and its subsidiaries.

## SCOPE OF THE SUBSCRIPTION PLAN

During the term of your plan, we’ll provide maintenance and support services at such support levels as you purchase, in accordance with the description of support services in Table 1 (Builder Studio One Plans), Table 2 (Enterprise plans), Table 3 (Contacting Support) and Table 4 (Severity Level for SLA), and the Service Level Agreement (“SLA”), which is incorporated herein by reference and available at <https://www.builder.ai/terms/service-level-agreement> >.

**TABLE 1: BUILDER STUDIO ONE PLANS**

Studio One	Studio One+
<b>Benefits</b>	All Studio One benefits, <b>plus</b>
<ul style="list-style-type: none"> <li>● 24x7 Server uptime monitoring</li> <li>● Software application bug fixes (including permanent fixes for recurring issues)</li> <li>● Platform updates for latest iOS / Android versions</li> <li>● Proactive technical support for third-party API / SDK updates on all standard features</li> <li>● Security patches &amp; Backup Management</li> <li>● Updated tech-stack</li> <li>● Multi-channel support: online, chat, email with average 24 hour response time</li> </ul>	<ul style="list-style-type: none"> <li>● Enhancements to current features (30% of app features can be enhanced, 7.5% per quarter)</li> <li>● 99.95% Uptime SLA</li> <li>● Uptime SLA commitment with credits</li> <li>● Proactive load planning and load monitoring</li> <li>● Root cause analysis</li> <li>● Infrastructure performance and Application Performance Monitoring (APM)</li> <li>● 2 hour response commitment for severe issues.</li> </ul>

<ul style="list-style-type: none"> <li>• 4 hour response commitment for severe issues.</li> </ul>	
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For Studio Store customers, the 'Studio One' Subscription Plan is automatically included.

**TABLE 2: ENTERPRISE ONE PLANS**

Enterprise One	Enterprise One+
<b>Benefits</b>	All Enterprise One benefits, <b>plus</b>
<ul style="list-style-type: none"> <li>• Enhancements to current features (30% of app features can be enhanced, 7.5% per quarter)</li> <li>• 2 hour response commitment for severe issues.</li> <li>• 24x7 Server uptime monitoring</li> <li>• Proactive load planning and load monitoring</li> <li>• Software application bug fixes (including permanent fixes for recurring issues)</li> <li>• Root cause analysis</li> <li>• Platform updates for latest iOS / Android versions</li> <li>• Proactive technical support for third-party API / SDK updates on all standard features</li> <li>• Security patches &amp; Backup Management</li> <li>• Updated tech-stack</li> <li>• Infrastructure performance and Application Performance Monitoring (APM)</li> <li>• 99.999% Uptime SLA</li> </ul>	<ul style="list-style-type: none"> <li>• Enhancements to current features (50% of app features can be enhanced, 12.5% per quarter)</li> <li>• 1 hour response commitment for severe issues</li> </ul>

**TABLE 3: CONTACTING SUPPORT**

Customers can contact Support in any of the following ways:

		Studio One	Studio One+	Enterprise One (and Enterprise One+)
<b>Case Submission</b>	<b>Online</b>	Case submission is available on the online Help at < <a href="https://studio.builder.ai/dashboard">https://studio.builder.ai/dashboard</a> >		
	<b>Phone</b>	A complete list of phone numbers and additional languages is available on Help		

		Available for Severity 1 Issues during designated business hours	Telephone support in English is available 24 hours a day, 7 days a week.	Customers can get support on the Enterprise One telephone line for high severity issues.
	<b>Chat</b>	N/A	Chat is available via your dashboard link < <a href="https://studio.builder.ai/dashboard">https://studio.builder.ai/dashboard</a> >	

**TABLE 4: SEVERITY LEVELS FOR SLA**  
(Response time)

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

**SERVICE LEVEL AGREEMENT**

During the term of a Subscription Plan, we'll render reasonable commercial efforts to meet the Service Level Agreement.

**CURRENT RELEASE**

Subscription Plan covers only 'Builder-made' releases. Any unauthorized modifications, including third-party components and Marketplace, are not supported and covered under any Subscription Plan.

## **MAINTENANCE AND UPDATES**

During the term of a Subscription Plan, we'll provide you with all maintenance releases and updates to Building Blocks used in your Application.

## **COVERAGE**

Based on the purchased Subscription Plan, the following coverage, features, and benefits are provided:

### 24x7 Server uptime monitoring

We'll check the availability and response time of your Application, alerting you and us of a problem as soon as it occurs. For Studio One+ and Enterprise plans, this includes proactive load planning and monitoring. If there's a problem, we'll notify you, allowing both you and us to get your app up and running as soon as possible.

### Software application bug fixes

If there's a bug or glitch, we'll help you fix them, including permanent fixes for recurring issues. For 'Studio One+' plans and above, we go beyond resolving the immediate symptom by performing root cause analysis to understand the source of the bugs, helping you make the most optimal decision on dealing with them.

### Platform updates for latest iOS / Android versions

Apple and Google regularly provide updates to their platforms, iOS and Android. We'll ensure your app is updated as well so you can take advantage of new features and bug fixes for iOS and Android as they are made available.

### Proactive technical support for third-party API / SDK updates on all standard features

We'll provide technical assistance on all of the features that rely on or provided by a third-party vendor. This means if your application is using a third-party feature or component, such as Stripe or PayPal, and if there are issues with these third-party components, we'll provide assistance in resolving your concerns and also apply any patches that are provided by third-party vendors. This excludes any third-party, SDK, security, feature, custom integration or browser addition that wasn't part of your Buildcard.

### Security Patches & Backup Management

We'll ensure the task of ongoing updates and patches to help resolve any code vulnerabilities or errors for your app is covered by us. Further, as part of the recovery strategy, we'll maintain backups and perform periodic checks to ensure the backups are usable. This benefit excludes any third-party or codes not originating from us.

### Updated tech-stack

We'll update the data and all elements that go into running your app with new versions of tech stack to ensure you capture the benefits of innovation and changes made to these elements.

### Infrastructure Performance and Application Performance Monitoring (APM)

If your app is hosted on the Builder Cloud, we'll ensure consistent availability, performance and response times. We'll monitor bugs and potential issues so your app can provide the expected user experience.

### Enhancements to current features

If you have a Studio One+ or Enterprise One plan and wish to make updates on features that are already shipped out (live on your app), we'll cover up to 30% of the enhancements, without charging you.

This is limited to 7.5% of the total number of features per quarter. For example, if your Buildcard has 25 features, then 30% of the features, ie., ~8 features will be updated at no charge but no more than ~2 features per quarter (7.5% of 25) can be updated per quarter.

If you've chosen Enterprise One+ plan, we'll cover up to 50% of the enhancements, without charging you. This is limited to 12.5% of the total number of features per quarter.

Additional updates or enhancements can be provided as Optional Support Services (see below).

### **DESIGNATED CONTACTS**

"Designated Contacts" are Users that you identify as primary liaisons between yourself and us for technical support. You shall identify and maintain at least one (1) Designated Contact. You must notify us when these Designated Contact responsibilities are transferred to someone else. Your Designated Contacts shall be responsible for:

1. Overseeing your support case activity
2. Developing and deploying troubleshooting processes within your organization
3. Resolving password reset, username and lockout issues for you
4. Requesting Expert Coaching sessions (Accelerators) and Admin Assist services.

You must ensure that your Designated Contacts have:

- A. Completed, at a minimum, the basic Services administration rights
- B. Knowledge about the applicable Services and your app in order to help resolve, and to assist us in analyzing and resolving technical issues
- C. A basic understanding of any problem that's the subject of a case, and be able to reproduce the problem in order to help us diagnose and triage it
- D. Requisite organizational authority, skill, experience, and other qualifications to perform Designated Contact duties.

### **REPRODUCING ERRORS**

We must be able to reproduce errors in order to resolve them. You agree to cooperate and work closely with us to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to your approval on a case-by-case basis and only if necessary, we may request remote access for troubleshooting purposes.

### **RESPONSE TIME**

We'll use commercially reasonable efforts to respond within the applicable response time provided in Table 3.

## **EFFECT OF CUSTOMER FAILURE OR DELAY**

We're not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of your obligations under the Master Services Agreement or any Subscription Plans.

## **SEVERITY LEVEL 1 COMMITMENTS**

### Severity Level 1 - 30 Minute Updates

For Severity 1 issues, once it has been acknowledged by Builder.ai and you've been engaged, we shall provide you updates regarding progress toward resolution at regular intervals, initially targeted to be no more than every 30 minutes (or as the parties may otherwise agree) until a resolution or work-around has been provided. Reproducible errors that cannot promptly be resolved will be escalated to Engineering for further investigation and analysis. We may establish a multi-party bridge line, at our discretion, to resolve a Severity 1 issue involving joint/multi-parties. Where two or more customers are experiencing similar Severity 1 issues, You may be invited to join a multi-customer bridge line established by Builder.ai to communicate updates to multiple customers in a scalable manner.

### Post Critical Incident (Severity Level 1) Communications

Post Critical Incident Meetings: Following any critical incident, upon your request, the parties will meet to debrief regarding the incident response. To the extent possible the parties will collaborate to perform a root cause analysis and evaluate strategies designed to prevent a recurrence of such critical incidents.

## **ACCOUNT MANAGEMENT**

### Customer Success Manager

You'll have access to Customer Success Manager (CSM) coverage for the duration of the subscription term which you've purchased. The CSM will engage with you to mutually agree on a Support engagement plan, including activity prioritization and timelines. CSM activity areas may include: support case and critical incident management, support case escalation and resolution, root cause analysis communication, technical health reviews, technical performance, technical release support, feature usability and key event management. CSMs are assisted by a pool of engineers on a 24x7x365 basis to execute Subscription Plan support case activities as described herein. The engineers will manage your support cases, in addition to other support-related activities outlined below.

### Recurring Meetings

During the term of your Subscription Plan, the CSM will coordinate recurring meetings between parties to summarize and review open and closed cases, trends, and any production impacting incidents including discussion of strategies to prevent recurrence of such incidents.

### Proactive Monitoring

Under the 'Studio One+' and both Enterprise plans, we'll make commercially reasonable efforts to provide continuous 24x7x365 solution monitoring for a your app. Upon request, monitoring engineers may support you on topics such as the system alerts, alert issues uncovered, outcomes of alerting

investigations, and steps that may be required for resolution of the alert issue.

#### Annual Technical Health Review

Under the Enterprise One Subscription Plan and upon request, you're entitled to one (1) technical health review per year. This review may include topics such as: coding and security best practices, error rate trends, and performance optimization insights & recommendations. You'll work with the CSM to enable Proactive Monitoring as a prerequisite to the technical health review.

#### Key Event Management

CSM will align with you to make you aware of important events including: high volume business times, customer deployment planning and monitoring, and Builder.ai technical releases.

#### Holiday/High Volume Business Events

Upon request, you'll be entitled to one (1) event per year, per app. You must notify your CSM at least six (6) months prior to the requested event. You'll work with the CSM to enable Proactive Monitoring as a prerequisite for any key event as well as an Annual Technical Health Review.

#### Builder Technical Release Events (Major/Minor Releases)

A Customer Success Manager will communicate published Builder.ai technical updates to help you identify impacts and prepare for any future changes that may be required to your app.

### **ADDITIONAL DETAILS**

#### Travel and Expenses

Any Travel & Expenses incurred by Builder.ai resources, subject to your approval, will be separately invoiced to you. You shall pay such invoice(s) in accordance with the invoicing terms of your Master Service Agreement, including the Professional Services Addendum.

#### Optional Support Services

Builder.ai, in its sole discretion, may provide Optional Support Services to you on your request, at our standard hourly rates then in effect or in accordance with a Professional Services Addendum.

### **EXCLUSIONS**

Subscription Plans do not include any of the following:

- Implementation or marketing of your app.
- Assistance with Builder.ai password resets. For password resets and lockouts due to incorrect login attempts Users should click the "Forgot your password?" link on the login page or contact their system administrator or wait for the lockout period to expire. For security reasons, we don't provide contact information for system administrators.
- Assistance with non-Builder.ai products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems.

- Assistance with Builder Marketplace applications, whether authored by us or a third-party, unless otherwise specified and identified.
- Creation or testing of custom code created by or for you by a third-party, except as provided under a separate professional services agreement.

Builder.ai has no obligation to provide services and support relating to errors that, in whole or in part, arise out of or result from any of the following:

- Your app is modified or damaged by you or any third-party
- Any operation or use of your app that violates our Use Restrictions or Acceptable Use Policy
- Any negligence, abuse, misapplication, or misuse of your app
- Any breach of or noncompliance with any provision of the Master Services Agreement by you
- Any Force Majeure events.

## **DEFINITIONS**

“Subscription Plan” means the Studio One plan or the Enterprise One plan, including the “Plus” additions. For avoidance of doubt, Subscription Plan excludes any free service level agreement (“SLA”) or any free plan. Subscription Plans are purchased subscription support offerings as outlined in Table 1.

## **CHANGES TO STUDIO ONE PLANS**

Builder.ai may modify or enhance the Subscription Plans from time to time, provided the level of service under the plan will not materially decrease during a subscription term.

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