

Builder.ai[®]

Cloud Terms & Conditions

THIS CLOUD TERMS AND CONDITIONS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF BUILDER CLOUD AND BILLING SERVICES ("SERVICES"). CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

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 ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

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 ACCEPTING THIS AGREEMENT (THE "EFFECTIVE DATE").

CONTENTS OF AGREEMENT. THIS AGREEMENT CONSISTS OF THIS SIGNATURE PAGE, SCHEDULE 1 (TERMS AND CONDITIONS), SCHEDULE 2 (OFFERS AND DISCOUNTS), SCHEDULE 3 (ASSIGNMENT AND CONSENT), EXHIBIT A (ACCOUNTS) AND SCHEDULE 4 (RELEASE OF LIABILITY AND ASSUMPTION OF RISK).

KEY TERMS AND INFORMATION			
AWS Account Payer ID			
Customer Name / Assignor		Effective Date	DD/MM/YYYY
Customer / Assignor Address		Initial Term (months)	XX
Primary Contact		Billing Terms	30 Days
Primary Contact Email		Currency	USD/INR
Primary Contact Phone		Auto- Renew	Yes
Billing Contact			

Billing Contact Email			
Billing Contact Phone			

BUILDER.AI SERVICE OFFERINGS			
PRODUCT		Description: Committed Cloud Savings	Months Committed
Builder Cloud			XX Months
I	Cloud One - Standard		
<p>Elastic Compute Discount: A --% one-time discount on Elastic Compute Cloud on-demand instances for a duration of XX months.</p> <p>AWS Services Discount: A -% discount on monthly usage of all AWS services excluding on-demand Elastic Cloud Compute instances.</p>			

ACCEPTED AND AGREED:

BUILDER.AI ("Company")	CUSTOMER
BY:	BY:
Name:	Name:
Title	Title:
Date:	Date:

SCHEDULE 1

TERMS AND CONDITIONS

1. **AGREEMENT DEFINITIONS.**

- 1.1. "Account" or "Accounts" means a Builder Cloud portal account assigned to a Cloud User, which is necessary for purposes of management and billing associated with one or more Cloud Services.
- 1.2. "Auto Renew" or "Auto Renewal" is the process by which the agreement period of Builder Cloud Services is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement.
- 1.3. "Ancillary Programs" means the third party software delivered with the Services and any related documentation, if applicable.
- 1.4. "Cloud Services" means, collectively, all cloud-based services offered by the Company (e.g., Company Billing Services).
- 1.5. "Company Programs" or "Company Infrastructure" refers to the software products owned or licensed by the Company to which the Company grants the Customer access as part of the Cloud Services, including Documentation, and any program updates provided as part of the Cloud Services.
- 1.6. "Content" means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored on the cloud that Customers or Users provide or upload onto, or create using. any cloud services.
- 1.7. "Documentation" means the applicable Service's "Customer Policies", "Customer Onboarding Process" and its usage guides and policy, as updated from time to time, accessible via <https://www.builder.ai/cloudterms/customer-policies>, and <https://www.builder.ai/cloud/customeronboarding> through the Builder online portals. For avoidance of doubt, the Documentation and Customer Policies, which includes the Builder Cloud Customer Policies and Customer Onboarding provided in the above links are hereby incorporated by reference in its entirety into this Agreement.
- 1.8. "Initial Term" means the first duration (the term) of this agreement following its Execution, as set out in the 'Key Terms and Information' section of this Agreement, after which the Contract may be renewed or terminated as specified in the agreement.
- 1.9. "Intellectual Property Rights" means all rights related to a product or idea owned or licensed by a party.
- 1.10. "Months Committed" means the term of engagement between the Company and Customer.
- 1.11. "Services" means the Company's Cloud Billing Services.
- 1.12. "Separately Licensed Third Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- 1.13. "Third Party Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Company and made available to Customer through, within, or in conjunction with Customer use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology.
- 1.14. "Users" means those employees, contractors, and end users, as applicable, authorized by Customer or affiliates to use the Cloud Services in accordance with this Agreement.

1.15. “Your Applications” or “Applications” means all software programs, including any source code for such programs, that Customer or users provide and load onto, or create using, any Cloud services. Services under this Agreement, including Company Programs and , Company intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”

2. **RIGHTS GRANTED.**

2.1. For the duration of the Agreement and subject to Customer payment obligations, and except as otherwise set forth in this Agreement, Customer have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services, including anything developed by Company and delivered to You as part of the Services, solely for Customer internal business operations and subject to the terms of this Agreement.

2.2. Customer do not acquire under this Agreement any right or license to use the Services, including the Company Programs and Services Environment, in excess of the scope and/or duration of the Services stated herein. Upon the end of the Services ordered, Customer right to access and use the Services will terminate.

2.3. Company will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third-party program providers or for the interoperability of such third-party programs with the Services.

3. **OWNERSHIP AND RESTRICTION.**

3.1. Customer retain ownership of all existing intellectual property rights of their Content and Applications. The Company or its licensors retain all ownership and intellectual property rights to the Services, including Company Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Builder under this Agreement.

3.2. Customer may have access to Third Party Content through use of the Services. Unless otherwise stated in this agreement, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between Customer and the third party.

3.3. Customer may not, and may not cause or permit others to: a) remove or modify any program markings or any notice of Company or its licensors’ proprietary rights; b) make the programs or materials resulting from the Services (excluding Customer Content and Customer Applications) available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific Services Customer have acquired); c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs) unless required to be permitted by law for interoperability, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Company; d) perform or disclose any benchmark or performance tests of the Services, including the Company Programs; e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and f) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Company Programs, Ancillary Programs, Services Environments or Company materials to any third party, other than as expressly permitted under the terms of the this Agreement.

3.4. The Customer hereby cedes all rights, title, and interest in the AWS Accounts detailed in Exhibit A (and all Customer AWS Accounts managed by the Company) to the Company, who in turn accepts this assignment as the absolute owner. AWS consents to this transfer, which will be effective from a predetermined date, as per the original AWS Customer Agreement between AWS and the Customer. All other terms of this Agreement remain active and the Company agrees to abide by these terms from the effective date onwards. The Company assumes responsibility for all fees and charges associated with the Accounts, subject to the Customer’s compliance with all the requirements and obligations in this Agreement. This Agreement is also subject to the terms set out in Schedule 2,3 and Customer Policies, which relates to the consent to assignment of AWS Accounts between Customer and AWS.

4. TAXES, PAYMENT & PROCEDURES:

- 4.1. All amounts payable under this Agreement exclude all applicable sales, goods & services and other taxes. Customer will be responsible for payment of all such taxes (other than taxes based on Company's net income), and any related penalties and interest arising from the non-payment or late payment. Amounts due under this Agreement and not paid by their due date shall incur interest at the rate of 1.5% per annum above the prevailing interest rates of the governing organization of the country (for example, Prime Lending Rate) from the due date until the date of actual payment, whether before or after judgment. Customer shall be responsible for the reasonable collection costs (including without limitation legal fees and collection agency fees) incurred by Company in its efforts to collect such overdue amounts.
- 4.2. If the Customer exceeds the number of Services ordered, the Customer shall immediately purchase and pay to Company all applicable fees for the excess quantity of Services.
- 4.3. Customer shall pay the amounts due pursuant to Company's invoices within thirty (30) days of Customer's receipt of each such invoice except where the relevant Schedule details a different Payment or Credit Period. Any invoice-related dispute with respect to which Customer does not notify Company in writing within fourteen (14) days of Customer's receipt of the applicable invoice shall be deemed waived.
- 4.4. If applicable, Customer shall pay the fees as specified in the Services and Discounts section of this Agreement. Rates are confidential and must not be shared with any outside parties or third parties.
- 4.5. Effect of Termination. If the Agreement is terminated, then (a) all 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.

5. SUSPENSION OR SHUTDOWN OF SERVICES.

- 5.1. The Company retains the right to suspend or terminate the Customer's access to Services or Account for non-payment within the period specified in Section 4, referred to as "Cease Operation". This may include instructing the Company's partners and suppliers to implement the Cease Operation. The Cease Operation will be reversed upon receipt of all outstanding payments from the Customer, including any applicable penalties and interest. The Company accepts no liability for any disruption due to the Cease Operation.
- 5.2. Service may be interrupted, diminished or curtailed during periods of maintenance, repairs, Cease Operation, Force Majeure, or when necessary to prevent potential harm to the Company, people, property, the environment, or the integrity of the Services. The Company assumes no liability for the Customer's inability to receive Services, or their receipt of diminished or curtailed Services, unless the interruption, diminishment or curtailment results exclusively from the Company's negligence or reckless misconduct. The Company will inform the Customer of any service interruption or curtailment as soon as possible, or at least within 48 hours after the event. The company will endeavour to give 5 days' advance notice to the Customer in case of a Cease Operation, though there may be instances where reduced notice is given in exceptional or unusual circumstances.

6. TERM AND TERMINATION:

- 6.1. This Agreement is valid for the period listed under Key Terms & Information Section of this Agreement. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users or limits), for any Cloud Services options offered by Company for the original Services ordered, and for any renewal or Auto Renewal of the Services Period of the original order. This is an auto-renew agreement subject to the Customer's advance notice of 30 days for termination after the initial term.
- 6.2. Unless terminated earlier as permitted in this Agreement, the initial term of this Agreement shall be for a period commencing on the Initial Term Start Date set forth in the Key Terms and Definitions Section of this Agreement and ending after the Initial Term (the "Initial Term"). In addition, this Agreement may be terminated by:

- (a) Either party, immediately upon written notice, in the event that the other party materially breaches this Agreement and such breach is not cured within thirty (30) days of written notice; or
- (b) Either party, immediately upon written notice, if the other party becomes bankrupt, insolvent, fails to pay its debts as they become due, or otherwise ceases to conduct business in the ordinary course.

6.3. The agreement cannot be terminated for convenience during the minimum committed period (the “Months Committed”) by either party.

6.4. The sections related to “Taxes, Payment & Procedure,” “Ownership and Restrictions,” “Confidentiality,” “Warranties, Disclaimers and Exclusive Remedies,” “Indemnification,” “Limitation of Liability,” “Effect of Termination,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Data Protection Waiver” will survive any termination or expiration of this Agreement for so long as Builder retains possession of Customer Data.

7. **INDEMNIFICATION.**

7.1. Subject to the overriding provisions of Schedule 4, each party (the “Indemnifying Party”) will indemnify and hold the other party and its officers, directors, agents, Affiliates and employees (collectively, the “Indemnified Party”) harmless from and against any and all third party claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable legal fees) against the Indemnified Party (collectively, “Claims”) arising out of or related to a breach by the Indemnifying Party of its representations and warranties under this Agreement or obligations under this Agreement and not cured (if capable of being remedied) within 30 (thirty) days of requiring to do so by the Indemnified Party (in writing).

7.2. Customer will defend, indemnify, and hold harmless Company, its directors, officers, affiliates, employees and agents harmless from and against any and all Claims arising out of or related to any of the Customer’s Content, media, advertisements, logos or Intellectual Property uploaded to Company’s infrastructure or included in works developed by Company at the behest of Customer.

7.3. The Company will defend, indemnify and hold harmless Customer, its directors, officer, affiliates, employees and agents harmless from and against any and all Claims arising out of or related to (i) AWS Agreement; (ii) any of the Company’s Intellectual Property and claims by any third party that such Company Intellectual Property (excluding AWS Intellectual Property) violates third party rights. The foregoing indemnification obligations are conditioned on the Customer; (i) giving the Company notice of the relevant claim; (ii) reasonably cooperating with the Company at Company’s expense, in the defense of such claim; and (iii) giving the Company the right to control the defense and settlement of any such claim, except that the Company shall not enter into any settlement that affects the Customer’s rights or interest without the Customer’s prior written approval.

7.4. The Indemnified Party shall have the right to participate in the defense at its expense. In the event that the Indemnifying Party fails to defend and/or indemnify the Indemnified Party, the Indemnified Party has the right to defend or settle any claim on its own behalf through counsel of its own choice, and be fully reimbursed by the Indemnifying Party for all costs and expenses of such defense.

8. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER FORM (WHETHER IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE) FOR ANY: (I) LOSS OF PROFIT; (II) LOSS OF ANTICIPATED SAVINGS; (III) LOSS OF BUSINESS OPPORTUNITY; (IV) LOSS OF OR CORRUPTION OF DATA; (V) LOSS OR DAMAGE RESULTING FROM THIRD PARTY CLAIMS; OR (VI) INDIRECT OR CONSEQUENTIAL LOSSES; SUFFERED OR INCURRED BY THE OTHER PARTY (WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF THE PARTIES AT THE DATE THIS AGREEMENT WAS SIGNED BY THE PARTIES). SUBJECT TO THE TWO SUB-CLAUSES ABOVE, EACH PARTY’S TOTAL AGGREGATE LIABILITY TO THE OTHER ARISING FROM ANY GIVEN EVENT OR SERIES OF CONNECTED EVENTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO THE GREATER OF: (I) THE AMOUNT PAID OR PAYABLE BY COMPANY TO COMPANY UNDER THIS AGREEMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT (OR FIRST IN A SERIES OF CONNECTED EVENTS) OCCURRED OR (II) US\$ 25,000.

9. **WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES.**

- 9.1. Each party represents and warrants to the other that: (i) it has the full right, power, and authority to enter into this Agreement; (ii) the execution of this Agreement and performance of its obligations under this Agreement do not and will not violate any other agreement to which it is a party; (iii) this Agreement constitutes a legal, valid and binding obligation when agreed to; and (iv) it will maintain a privacy policy linked to from its corporate website's home page that discloses its practices regarding the collection, use and sharing of data and that complies with applicable laws and regulations, and will abide by such privacy policy.
- 9.2. Customer represents and warrants at all times that: (a. it will not use Company infrastructure (Builder Cloud One Platform) to upload any content that violates any applicable laws or regulations or any rights of any third parties, including but not limited to infringement or misappropriation of any copyright, patent, trademark, trade dress, trade secret, music, image or other proprietary or property right, or that is unlawful, fraudulent, threatening, defamatory, obscene, pornographic, profane or hateful, deceptive, libelous, hate-promoting or discriminatory or that encourages illegal behavior, or that includes or constitutes false advertising, unfair competition, invasion of privacy or publicity rights, or that contains any viruses, worms, Trojan horses, malware, spyware or other contaminants.
- 9.3. Company warrants that it will perform (i) Cloud Services in all material respects as described in the Cloud Customer Policies, available at <<https://www.builder.ai/cloudterms/customer-policies>>. If the Services provided were not performed as warranted, Customer must promptly provide written notice to Company that describes the deficiency in the Services (including, as applicable, the service request number notifying Company of the deficiency in the Services).
- 9.4. COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.
- 9.5. FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY.
- 9.6. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **CONFIDENTIALITY.** The parties acknowledge that, in the course of their dealings hereunder, each may receive ("Recipient") or otherwise become familiar with information about the other ("Discloser"), including but without limitation information about Discloser's technology, Customer order information, financial information, software, product roadmaps, business activities and operations, trade secrets, third party business relationships, and all other information disclosed or made available by Discloser to Recipient that is marked "confidential" or "proprietary" or that should otherwise be reasonably understood to be confidential or proprietary (the "Confidential Information"). Customer hereby acknowledges and agrees that the fees and information regarding the operation of the Services constitute Confidential Information of Company. Recipient hereby agrees to take reasonable measures to maintain

the confidentiality and secrecy of the Confidential Information of Discloser and to avoid its disclosure. Recipient agrees to limit access to the Confidential Information to those of its authorized employees, advisors, subcontractors, vendors, agents and representatives (collectively, "Representatives") who have a need to know solely in connection with Recipient's performance or receipt of the Services contemplated by this Agreement or in connection with Recipient's enforcement of its rights hereunder, provided that such Representatives are, by reason of written agreement or operation of law, bound by confidentiality restrictions consistent with those contained in this Section with respect to such information. Recipient will not attempt to reverse engineer the design or function of any of the Confidential Information of Discloser. Recipient shall have no obligation with respect to information which (i) was rightfully in possession of or known to Recipient without any obligation of confidentiality prior to receiving it from Discloser; (ii) is or becomes publicly available without breach of this Agreement; (iii) is rightfully obtained by Recipient from a source other than Discloser without any obligation of confidentiality; (iv) is independently developed by Recipient without use of Discloser's Confidential Information; (v) is disclosed with Discloser's approval; or (vi) is disclosed by Recipient under a valid order of a court or government agency, provided that Recipient provides prior written notice to Discloser of such obligation and reasonably cooperates with Discloser (at Discloser's expense) in Discloser's efforts to convince the court or administrative body to restrict or prevent the disclosure.

11. **INJUNCTIVE RELIEF.** The Parties' obligations to each other under this Agreement are of a unique character that gives them particular value; One party breach of any of these obligations may cause a type of damage to other party for which money damages are insufficient, and the party suffering the breach is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), without the need to post a bond.
12. **SEVERABILITY.** If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.
13. **WAIVER | MODIFICATION.** If either party waives any term, provision or breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by that party. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by the party. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.
14. **DATA PROTECTION WAIVER.** The Customer acknowledges and consents to the Company and AWS, as the Administrator, processing their personal and sensitive data to deliver the benefits of this exclusive Agreement. Such data includes, but is not limited to, information in the Cloud package, any updates, relevant personal and financial details, as well as records of the Customer's involvement in and transactions related to the agreement. The Customer explicitly allows the Company and the Administrator to process and transfer this data outside of their working or service providing country, and to any other region as required by law. Access to this data may be granted to an affiliate, the Administrator, any external plan administrator selected by the Company, and any other consultant, partner or individual deemed appropriate for the agreement. The Customer has been made aware of their rights to access and amend their data by contacting the Company. It is understood by the Customer that this data transfer is crucial to the agreement and the exclusive engagement, and refusal to consent may affect or restrict their benefits.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the final and exclusive agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.
16. **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
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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 Cloud Services India Private Limited AND 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

17. **MISCELLANEOUS.**

- 17.1. This Agreement, including the Schedules, sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all other prior or contemporaneous representations, discussions, agreements and understandings between the parties with respect to the subject matter hereof, whether oral or in writing. No amendment to this Agreement shall be binding on either party unless reduced to writing and signed by both parties.
- 17.2. Customer may not assign, delegate or otherwise transfer this Agreement, whether by operation of law or otherwise, without Company's prior written consent. Any assignment in violation of the foregoing shall be void or invalid from the outset. Company may assign, delegate or otherwise transfer this Agreement, whether by operation of law or otherwise, to an Affiliate or in connection with a merger, reorganisation or sale of all or substantially all of its stock or assets or otherwise. Subject to the foregoing, this Agreement shall be binding on permitted successors and assigns.
- 17.3. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. The parties shall be deemed to be acting as independent contractors and shall not be deemed to agents, representatives, joint venturers or partners. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.
- 17.4. Neither party shall be liable to the other for any non-performance or delay in the performance of any of its obligations hereunder (excluding payment obligations) due to any cause beyond such party's reasonable control or due to acts of god, acts of civil or military authorities, terrorist acts, fires, labor disturbances, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, shortages of raw materials, shortages of services, power outages, or hacker attacks (each, a "Force Majeure Event" or collectively "Force

Majeure”). This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument. This Agreement shall be construed as though both parties jointly drafted it. The captions in this Agreement are for convenience only and shall not affect its interpretation.

18. **ASSUMPTION OF RISKS.** In the event Customer provides Company with consent, access, control, and usage of Customer Data and any other material shared with and provided by the Customer to Company including, without limitation any existing database or other related materials, Customer acknowledges that Customer is voluntarily consenting and authorizing Builder to access and control the Customer Data and perform services. Customer agrees to accept and assume all risks and/or financial loss arising therefrom, whether caused by the ordinary negligence of Company or otherwise, waives and releases, and indemnifies and holds Company harmless from all claims arising from Company access, control or use of Customer Data.

SCHEDULE 2

OFFERS AND DISCOUNTS

By utilizing Cloud One services provided exclusively by Builder.ai, the Customer consents to all terms and conditions stipulated at <https://www.builder.ai/cloudterms/customer-policies>. These exclusive terms govern access to Builder.ai's services available at <https://www.builder.ai/builder-cloud> (referred to as 'the Site'), along with related software and services (collectively known as the 'Builder Cloud Platform').

Offers and Discounts: Builder.ai exclusively offers the following discounts on AWS services, unless an alternate arrangement is established in writing:

- Elastic Compute Discount (as specified on the Signature Page)
- AWS Services Discount (as specified on the Signature Page)

These exclusive discounts are guaranteed and valid for the period (as specified on the Signature Page) from the effective date, barring any conditions in this Agreement that grant Builder.ai the right to retract, remove, reverse, discontinue or suspend a discount. Any such adjustment would be issued as a credit note against the subsequent month's invoice.

In the event of late payment in any given month, the Customer's exclusive discount for that month will be automatically rescinded and deemed null, in accordance with the specifics outlined in the Customer Policies.

If an evaluation reveals an invoicing error or discrepancy exceeding 5% in the Customer's favor, which has been paid under this Agreement, Builder.ai will refund the discrepancy or correct the error within 14 days.

As part of this exclusivity agreement, the Customer shall not have the rights to acquire AWS Pricing Plans from AWS or other providers. .

SCHEDULE 3

Assignment and Consent

ASSIGNOR NAME, AS IDENTIFIED ON THE SIGNATURE PAGE.

ASSIGNOR ADDRESS, AS IDENTIFIED ON THE SIGNATURE PAGE.

AWS PAYER ACCOUNT ID, AS IDENTIFIED ON THE SIGNATURE PAGE.

Re: Account Assignment between Assignor and Assignee and Consent to Assignment of AWS Accounts between ASSIGNOR and Amazon Web Services, Inc.

WHEREAS, the Assignor desires to transfer AWS accounts to Assignee and grants Amazon permission or consent to assign AWS accounts to Assignee.

Assignor hereby transfers and assigns to Assignee, its successors and assigns, as absolute owner, and Assignee, hereby accepts from Assignor all the rights, title, and interest in and to AWS Accounts identified in Exhibits A (“Accounts”).

In connection with the transfer of AWS accounts by Assignor” to Assignee , Amazon Web Services, Inc. (“AWS”) hereby consents to the above assignment, effective as of “Effective Date”, by Assignor to Assignee of the “Accounts” created under the AWS Customer Agreement, located at <http://aws.amazon.com/agreement/>, by and between AWS and Assignor (“Assignor AWS Customer Agreement”).

All other terms and conditions of the AWS Customer Agreement remain in full force and effect, and as of the Effective Date, Assignee hereby agrees to be bound by the terms of the AWS Customer Agreement by and between AWS and Assignee (“Assignee AWS Customer Agreement”). On and after the Effective Date, the Accounts will be governed by the Assignee AWS Customer Agreement and the Authorized AWS Value-Added Reseller Agreement by and between AWS and Assignee, so long as the Accounts meet the requirements of “Reseller Accounts” under the Reseller Agreement. Assignee will be responsible for all fees and charges due to AWS under the Accounts, regardless of whether such fees and charges were accrued before or after the Effective Date. Assignee will ensure that, as of the Effective Date, Assignor (as the “Customer” of Assignee under the Reseller Agreement) expressly agrees to the AWS Customer License Terms pursuant to the Reseller Agreement.

EXHIBIT A: AWS ACCOUNT IDs

Amazon Web Services, Inc. ▪ 410 Terry Avenue N. ▪ Seattle, WA 9810

EXHIBIT A
AWS ACCOUNT IDs

S.NO.	AWS ACCOUNT ID	AWS ENTITY	BULDER ENTITY

SCHEDULE 4

RELEASE OF LIABILITY AND ASSUMPTION OF RISK (“RELEASE”)

The Customer (the “Releasor”) desires to consent and participate in the Services provided by the Company. In consideration of the intangible value or services that the Customer will gain by participating in the Services and in recognition of the Company’s reliance hereon, the Customer agrees to all the terms and conditions set forth in this Schedule (this “Release”).

The Customer is aware and understands that the Services may involve risks, including loss, deletion, damage, hack, intrusion, corruption, contamination, such as viruses, to the Customer Data, including compliance with privacy and other laws and regulations. The Customer acknowledges that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including third party providers, partners, suppliers, or contractors of the Company. The Customer understands that the Company cannot guarantee that the Services will be safe and will not have adverse consequences on the Customer or Customer Data.

NOTWITHSTANDING THESE RISKS, THE CUSTOMER ACKNOWLEDGE THAT THE CUSTOMER VOLUNTARILY CONSENTING AND AUTHORIZING THE COMPANY TO ACCESS AND CONTROL THE CUSTOMER DATA AND PERFORM THE SERVICES. THE CUSTOMER HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS AND/OR FINANCIAL LOSS, WHETHER FORESEEABLE OR NOT, ARISING DIRECTLY OR INDIRECTLY THEREFROM, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

The Customer hereby expressly waives and releases any and all claims, now known or hereafter known, against the Company and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, “Releasees”) on account of property or data damage or loss, or financial loss arising out of or attributable to the Services and/or the Company, whether arising out of the negligence of the Company or any Releasees or otherwise. The Customer covenants not to make or bring any such claim or action against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

The Customer shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees arising out of or resulting from any claim of a third party related to the Services, including any claim related to the the negligence of the Company.

This Release overrides any contradictory clause or part of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and the Customer and our respective successors and assigns.

All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws and jurisdiction agreed to in this Agreement.