



## Service Level Agreement

*Last Updated: January 24,, 2022*

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

Capitalized terms used but not defined in this SLA shall have the meanings set out in the Master Service Agreement ("MSA").

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

"Service Credit" means a percentage of Service Fees to be credited to Customer if Builder fails to meet a Service Level, as set forth in this SLA.

### SERVICE LEVEL COMMITMENTS

Builder will provide applicable Builder standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, such as the Builder Care Standard Success Plan or Builder Care Enterprise Success Plan. We will use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Builder shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Builder's reasonable control (the "Force Majeure").

Builder provides a 99.95% Uptime commitment for customers on the Builder Care Standard Success Plan and above. If Builder fall short of our 99.95% Uptime commitment and the Customer Application is affected, Builder will apply a Service Credit to Customer for future use.

For customers on the Builder Care Enterprise Success Plan, Builder provides 99.999% Uptime commitment.

### SERVICE SCOPE

The Service Level covers the following Service: (a) Builder Studio Pro; (b) Builder Studio Store; (c) Builder Care Standard Success Plan; and (d) Builder Care Enterprise Success Plan. For purchased Success Plans, this SLA shall include providing support and availability for:

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

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

For additional information on scope and benefits, please refer to our Builder Care Success Plan, available at <<https://www.builder.ai/builder.ai/terms/builder-care-success-plan>>.

## **SLA BREAKDOWN**

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

Downtime excludes the following:

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

## **UPTIME COMMITMENT**

Uptime is the percentage of total possible minutes Builder was available during a fiscal quarter. Our commitment is to maintain at least 99.95% Uptime for our Plus plans:

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

For the Builder Care Enterprise Success Plan, Uptime commitment is 99.999%.

## **SCHEDULED DOWNTIME**

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

## **SERVICE CREDITS**

Service Credits are not refunds, cannot be exchanged into a cash amount, are capped at a maximum of 30 days of paid service, require Customer to have paid any outstanding invoices and expire upon termination of the customer contract. Service Credits are the sole and exclusive remedy for any failure by Builder to meet its obligations under this SLA.

Service Credits can be redeemed to add new features or request Professional Services for the Customer Application.

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

The Service Credits set forth in this SLA shall be considered liquidated damages or Customer's sole and exclusive remedy for Builder's failure to meet Service Levels. Customer shall not be entitled to any other rights or remedies set forth in the Master Service Agreement (MSA).

## RESPONSE AND RESTORATION

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

**TABLE 1: SEVERITY LEVELS FOR SLA**

	Description	Standard SLA	Builder Care Standard	Builder Care Enterprise
<b>Initial Response Time</b>	<p><b>Severity Level 1 - Critical</b></p> <p>Business stopping and no acceptable workaround. Imminent threat to key business or near term business milestones posing financial risk</p>	2 days Local Business Hours	4 hours 24 x 7	1 hours 24 x 7
	<p><b>Severity Level 2 - Urgent</b></p> <p>Key business impacting, no workaround</p>		4 hour 24 x 7	2 hour 24 x 7
	<p><b>Severity Level 3 - High</b></p> <p>Key business impacting with workaround, OR non-key business impacting no workaround</p>		8 hours Local Business Hours	4 hours Local Business Hours
	<p><b>Severity Level 4 - Medium</b></p> <p>Non-key business impacting with workaround, OR not business impacting</p>		Same Day Local Business Hours	

## CUSTOMER OBLIGATIONS

Customer's responsibilities and obligations in support of this SLA include the following:

- Providing information as required by Builder for performing the Services.
- Adhering to policies and processes established by Builder for reporting service failures and incidents and prioritizing service requests.
- Making a representative available (i) for regular meetings to review the SLA and (ii) to consult with Builder for resolving service-related incidents or requests.
- Paying fees and costs as required by the Master Service Agreement.

## UPDATES

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