



## Cloud Customer Policy

Welcome to Builder.ai! We're thrilled to have you on board and are committed to providing you with world-class service, innovative technology, and expert solutions tailored to your unique needs.

Embracing the power of Cloud One services marks a significant step in your digital journey. By choosing Builder.ai, you're not just opting for our services, but you're becoming a valued member of a digital community that's at the forefront of technological innovation. We thank you for entrusting us with your business and strive for your satisfaction every step of the way.

As you begin this journey, it's crucial to understand that you're entering into a binding agreement, including the Builder Terms and Conditions ("Agreement"), with us, and by doing so, you're accepting all the terms and conditions laid out in this policy. Our diverse range of services are at your disposal on our website (<https://www.builder.ai/builder-cloud>), including all the associated software that makes up the 'Builder Cloud Platform'. This platform is your gateway to a wealth of digital tools and resources designed to empower your business and drive your strategic goals.

Our partnership with Amazon Web Services Inc. (AWS) or Amazon India Services Private Limited is a significant component of our service offering. As a part of this association, Builder.ai takes on the task of billing and collecting payments for the AWS services that you avail. This means you will receive all your invoices for AWS services directly from us, providing a streamlined and efficient billing experience.

The following policy document lays out the terms and conditions under which the billing for your AWS service usage will transition to Builder.ai. This setup ensures the billing process is consolidated and simplified, while still preserving your independent agreement with AWS.

Our goal is to make your experience with our platform as smooth and effortless as possible. This policy serves as a roadmap, ensuring transparency and providing you with a clear understanding of the billing procedures. We urge you to read and understand these terms as they play a vital role in our service delivery.

We're excited to have you with us on this journey of digital transformation, and we look forward to a fruitful and long-lasting partnership. Welcome aboard!

### Billing Shift

The transition of billing responsibilities from AWS to Builder.ai is performed according to the details outlined in Cloud Customer Policy and Cloud Onboarding Policy, hereafter referred to as the "Agreement". Once this Agreement is executed, all charges related to your AWS usage within that particular billing cycle will become the responsibility of Builder.ai. It is noteworthy that any AWS usage

costs incurred before the execution of the Agreement will be billed directly by AWS according to their existing process.

## Billing Procedure

Understanding and abiding by our billing procedures is an essential part of the relationship between you and Builder.ai. These procedures ensure financial clarity and continuity of services, allowing us to deliver the best possible solutions to your unique business needs.

The upcoming section outlines our billing process, detailing how responsibilities will transition to Builder.ai and the specifics of our invoicing practices. It also addresses situations such as immediate purchases through AWS and conditions under which interim billing may occur.

Grasping these points is not only crucial for smooth financial transactions but also fosters a transparent and trustful relationship between us. It allows us to maintain operational efficiency, ensuring that we can continually provide you with high-quality, cost-effective services.

## Billing Transition

Your billing responsibilities will transition to Builder.ai, following the specifics detailed in this policy, including both Schedule 1 and Schedule 2 of the Agreement. Once the Agreement is executed, you will need to sign and return a form provided in Schedule 2 back to Builder.ai.

## Monthly Invoicing

On the 4th day of every month, Builder.ai will generate and send you an invoice. This invoice will account for your AWS usage costs in USD, factoring in the applicable USD Conversion Rate. The Conversion Rate used will be the standard ATM rate for USD on the 4th day of the invoiced month, as listed on <http://www.oanda.com/currency/converter/>.

## Immediate Purchases

If you purchase any AWS service or product via Builder.ai that requires an instant payment – a payment that is immediately deducted from Builder.ai's AWS account – Builder.ai will issue an invoice to you on the same day of the transaction.

## Interim Billing

Builder.ai retains the right to issue an interim bill at any time, especially if your usage exceeds Builder.ai's internal credit control limits. For instance, if your usage for a given month increases by 50% or more compared to the previous month, Builder.ai might choose to issue an interim bill. The decision to submit an interim bill is solely at Builder.ai's discretion.

## Payment Conditions

Clear communication and understanding regarding payment terms are vital for the success of our partnership. The forthcoming section outlines the payment obligations and consequences of non-adherence.

This segment specifies the timing and methods for making full payments, the implications of late payments, the potential for penalties, and the protocol for any security deposit requirements.

Furthermore, it provides insights into your tax responsibilities in relation to the services provided under this Agreement. Lastly, it discusses our standard invoicing process.

### **Full Payment**

You will ensure that full payment of all amounts invoiced by Builder.ai, is made within thirty (30) days of the invoice date. These payments, arising out of the provision and use of the Services, should be transferred to the account details provided by Builder.ai. You do not have the right to withhold, deduct, or set-off any sums due, and all payments must be received in cleared funds by the due date.

### **Immediate Service Payments**

Payments for invoices arising from any Services should be paid in full within seven (7) days from the invoice date. These payments should be made to the account details provided by Builder.ai from time to time.

### **Late Payment Consequences**

If any payment due under this Agreement remains outstanding for more than 30 days after the due date, you will automatically lose all discounts otherwise provided under this Agreement for the current and following billing period. This loss of discount will continue for all subsequent billing periods until your account is current and no outstanding amounts are due.

### **Penalties for Delayed Payment**

Any delay in payment that exceeds 30 days beyond the due date will result in a penalty of 1% interest per week. This interest will be invoiced in the following month and will continue to accrue until full payment is received.

### **Breach of Agreement**

Failure to pay any sums due under this Agreement for a period of 60 days or more will be considered a fundamental breach of the Agreement. This would entitle Builder.ai to terminate the Agreement without any liability to you, and to seek recovery of any sums due and losses incurred as a consequence of termination.

### **Penalty Waivers**

Any waiver of penalties is at the sole discretion of Builder.ai and doesn't inhibit its right to apply such penalties in the future. Any such waiver must be in writing and signed by an authorized officer of Builder.ai.

### **Security Deposit**

If necessary, Builder.ai may request a security deposit during the Agreement term, especially if there is anticipation of significant usage beyond the norm or a history of delayed payments. This deposit is due seven (7) days after receiving a written notice. Any unreasonable refusal or delay in paying requested security deposits will be considered a breach of the Agreement.

### **Tax Liability**

As you will be receiving online services, database access or retrieval services from AWS, your location will determine your tax liability as per local statutory requirements. You agree to pay all taxes, levies or rates due from you, arising from the provision of services under this Agreement.

## Monthly Invoicing

Builder.ai will issue an invoice every month, and you are expected to clear the entire amount as per the invoice in line with the terms of the Agreement.

## Discounts - Exclusive AWS Procurement

Our partnership with clients at Builder.ai is central to our mission of delivering innovative, cost-effective solutions. This is underpinned by an exclusive arrangement for AWS procurement, which secures substantial discounts for our clients, demonstrating our commitment to value.

This segment highlights the specific elements of our exclusive AWS arrangement, the corresponding discounts, and the implications of agreement violation. We stress your recognition of the exclusivity's role in providing these discounts.

If applicable, your agreement with Builder.ai dictates a partnership for all AWS procurement. This restriction ensures that the Customer relies solely on the pricing plans and services provided exclusively by Builder.ai, without exploring alternative pricing options and services from external providers.

You concur that this exclusivity facilitates the discounts outlined in the Agreement. You also agree to forfeit rights to acquire special AWS Pricing Plans from AWS or other providers.

Violations will lead to Builder.ai's financial loss, for which you accept accountability. Any losses, costs, or damages related to violation will be your responsibility. Any breach results in immediate loss of the agreement's discounts and may lead to the retrospective withdrawal of any previous discounts. Builder.ai reserves the right to invoice for the difference based on undiscounted charges for the respective period, without affecting any other remedies available to Builder.ai.

You recognize that Builder.ai acquires Special Pricing Plans at an aggregated level from AWS or other providers, without demanding your commitment. The total benefits from these Plans are transferred to you via the "Original" AWS Invoice available on the AWS billing console. However, this invoice might not fully represent the discounts provided in the Agreement, with the difference in charges shared with you as per the Special Pricing Plans.

Given the above, you forfeit any rights to dispute Builder.ai's invoices directly to AWS, or disclose any discrepancies publicly between Builder.ai's invoices and the AWS console. You acknowledge that our invoices are final, with no appeal to AWS billings.

You may request a detailed breakdown of the original AWS billings from Builder.ai, understanding that any discrepancy should not be contested due to the lower value of AWS billing compared to Builder.ai's invoice.

Lastly, you agree not to scrutinize or infer the margin share calculation methodology per our Agreement. Violation will incur a penalty, either equivalent to the damage caused or a deterrent sum decided by us. You also commit to maintaining confidentiality regarding any information related to the margin share calculation under this Agreement.

## Assignment and Consent

As part of our Agreement, you have decided to transfer your AWS accounts to us. You have also communicated to Amazon that it's appropriate for us to assume ownership of these accounts. This transfer encompasses all associated rights and interests tied to your AWS accounts. Amazon is in agreement with this transition, which will officially begin on a mutually agreed date. Post this date, we will become the absolute owners of the transferred accounts. All the original agreements you had with Amazon will still be applicable, and we commit to adhering to these conditions. We will manage these accounts according to our AWS agreement, as well as our reseller agreement with Amazon, given these accounts qualify. As the new owner, we will bear any fees related to these accounts.

## Assumption of Risk

When you grant us permission to access, control, and use your data, code or app, and any other material you've shared with us - including but not limited to your existing databases, code base, and related materials - you are doing so voluntarily. By doing this, you acknowledge that you are authorizing us to access and manage your data and code as part of the services we provide. It's crucial to understand that by granting us this authorization, you accept and take on any risks or financial losses that could arise as a result. This applies even in situations where these losses might be caused by our negligence. Furthermore, by providing this consent, you waive and release any claims related to us accessing, controlling, using your data, or updating your codes or app. You also agree to indemnify us, meaning you'll protect us from any potential harm that might come from any claims associated with our use of your data, code or app.

## Service Interruption and Termination

We hold the right to temporarily suspend or terminate your access to our services or your account if payments are not made within the time frame detailed in our Agreement, referred to as "Cease Operation". This may involve instructing our partners and suppliers to also enact the Cease Operation. Access will be reinstated once all outstanding amounts, inclusive of any potential penalties, are settled. We do not accept liability for any disruption caused by the Cease Operation. Situations may arise where it's necessary to suspend part or all of our services due to maintenance, repairs, Cease Operation, force majeure, or to prevent potential harm to us, people, property, the environment, or the integrity of our services. In these circumstances, your service may be interrupted or curtailed. We aren't responsible for any service disruptions unless they result from our own negligence or misconduct. If any service interruption or reduction is necessary, we'll inform you as promptly as possible, or at least within 24 hours after the event. In the event of a Cease Operation, we commit to providing at least a 5-day notice in advance.

## Use of Customer's Name/Logo

By entering into an agreement with Builder.ai, you provide your consent to allow us to use your organization's name and logo for specific purposes. This is strictly limited to reference and demonstrative purposes, primarily to illustrate our professional relationship and the provision of cloud services to your organization. In practical terms, this means that your company's name and logo may appear on various Builder.ai materials. These can include, but are not limited to, our website, sales presentations, marketing materials, and promotional activities. Such references serve to highlight our established

clientele and the diversity of industries we serve. We will not claim any ownership rights over your logo or name; all rights belong to you. Our usage is purely illustrative and does not imply an endorsement or partnership beyond the agreed-upon services. While your consent for this use is implied or expressed in our agreement (or authorized by this policy), you maintain the right to withdraw your permission at any point. Should you wish to exercise this right, please provide us with written notice, and we will promptly cease to use your name and logo in any new material.

## Liability Limitation

As per our Agreement, Builder.ai acts as an intermediary for the procurement of AWS, enabling you to benefit from exclusive discounts. However, our role is primarily focused on securing these services and does not extend to their usage or operation.

Therefore, Builder.ai disclaims any liability for any difficulties, errors, or issues you might encounter while utilizing these AWS services. This includes, but is not limited to, technical glitches, downtime, loss of data, or disruptions in service.

While AWS generally offers a reliable and high-quality service, occasional issues may arise, which are beyond Builder.ai's control. It's important to understand that such occurrences are part of the nature of cloud-based services, and Builder.ai cannot be held accountable for any inconvenience or damages that might result from these issues.

In the event of such issues, your first line of resolution should be with AWS's customer service or technical support, who are better positioned to assist you. Despite our commitment to a smooth procurement process, Builder.ai does not provide any warranties, either expressed or implied, regarding the performance, availability, functionality, or any other aspect of AWS services.

Hence, any risks associated with the usage of AWS services, including the impact on your business operations, data, or other resources, are solely your responsibility. Builder.ai encourages you to regularly back up your data and implement best practices for cloud service usage to mitigate these risks.

## Non-Disparagement

You agree not to make any statements, comments, or remarks, whether verbally or in writing, that may negatively impact or disparage Builder.ai's reputation, products, services, management, employees, or any other aspect of its operations. This provision applies to all forms of communication including but not limited to social media, public announcements, or interactions with third parties. Should any disputes or disagreements arise from this Agreement, you commit to address these matters in a professional, respectful manner and through the appropriate legal channels, refraining from public criticism or defamation.

## Customer Support

For additional support services related to the Builder Cloud platform, please feel free to contact us at [support@cloudops.ai](mailto:support@cloudops.ai), as per the guidelines set in the Builder Cloud Support Guidelines.

## Policy Modification

Builder.ai reserves the right to modify this policy in light of any changes in the arrangement between Builder.ai and AWS and at our sole discretion to optimize services and processes. We aim to provide advance notice of at least ten (10) working days prior to any such changes taking effect.

Last Updated: June 2023