

Pursuant to Section 3 of the Master Agreement, Customer agrees to the following terms and conditions.

## 1. DEFINITIONS

“**Beta Services**” means Built.io services that are not generally available to customers.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Specifications**” means the descriptions of the features and functions of the Services and any performance specifications therefore set forth in the applicable Documentation, and in the applicable Order Form(s). Upon Customer’s request, Built.io will provide copies of all applicable Specifications set forth in the applicable Documentation.

## 2. Beta Services and Trial Subscriptions

**2.1. Beta Services.** From time to time, Built.io may invite Customer to try Beta Services at no charge. Customer may accept or decline any such trial in Customer’s sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered “SaaS Services” under the Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of 90 days from the trial start date or the date that a version of the Beta Services becomes generally available. Built.io may discontinue Beta Services at any time in Built.io sole discretion and may never make them generally available. Built.io will have no liability for any harm or damage arising out of or in connection with a Beta Service.

**2.2. Trial Subscriptions.** From time to time, Built.io may offer trial subscriptions for new Services or to new Customers at no charge (“Trial Subscriptions”). Notwithstanding anything to the contrary in this the Agreement (including, without limitation this Built.io Use Policy), the Term of a Trial Subscription shall be set forth in the Order Form, but shall not exceed 90 days, after which, Customer may order SaaS Services under the terms of this Agreement for a Fee. Built.io reserves the right to change the availability and term of the Trial Subscription at any time. After the termination of the Trial Subscription term, Customer acknowledges that Built.io may delete any Customer Data at any time. For Customer choosing to use a Trial Subscription, Customer agrees to be bound by all the obligations, terms and conditions of the Agreement and this Built.io Use Policy.

**2.3. Trial and Beta Services Release.** Customer and its directors, employees, agents, representatives and assigns agree to release Built.io from any liability for any claims, damages or legal causes of action arising from the use of the Trial Subscription or Beta Services. In doing so, Customer acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known to him or her, must have materially affected his settlement with the debtor."**

Customer and its directors, employees, agents, representatives and assigns agree hereby waive and relinquish all rights and benefits which they have or may have under Section 1542 of the California Civil

Code, or the law of any other state or jurisdiction to the same or similar effect to the fullest extent that they may lawfully waive all such rights and benefits pertaining the Services.

### 3. USE OF SERVICES

**3.1. Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

**3.2. Customer Responsibilities.** Customer agrees that it will (a) be responsible for Users' compliance with this Use Policy; (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data, (c) use reasonable efforts to prevent unauthorized access to or use of Services, and utilize best efforts to notify Built.io promptly of any such unauthorized access or use through Customer's account network or personnel, (d) use Services only in accordance with the Agreement, including, without limitation, this Built.io Use Policy and applicable laws and government regulations, and (e) comply with terms of service of Non-Built.io Applications with which Customer uses Services; (f) not use the Services to store, transmit or display financial or health data that would require Customer to comply with or bring Customer or Built.io into violation of the Gramm Leach Bliley Act, HITECH, HIPAA, COPPA or any other statute, rule, regulation or ordinance concerning use and protection and privacy of consumer data (g) enter into appropriate agreements, where applicable, relating to the transmission of and processing of Customer Data of Subjects of the European Union containing Personal Data, as defined in the Paragraph 1 of the General Data Privacy Regulation (GDPR) (h) not use the Services to process, store or transmit special categories of Personal Data on subjects of the European Union or Canada, as defined in Article 9 Paragraph 1 of the General Data Privacy Regulation (GDPR), unless such use qualifies under the exceptions set forth in Paragraph 2 of Article 9 of GDPR and provides notice to Built.io and received consent from Built.io prior to such use.

**3.3. Usage Restrictions.** Customer will not (a) make any Service available to, or use any Service for the benefit of, anyone other than Customer, its affiliates and Users, (b) sell, resell, license, sublicense, distribute, rent or lease any, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, defamatory, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy, intellectual property or proprietary rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) engage in phishing or posting illegal content including, without limitation, child pornography or make fraudulent representations, (h) copy a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes or as permitted in the Documentation, (j) access any Service in order to build a competitive product or service, (k) reverse engineer any Service (to the extent such restriction is permitted by law), (l) utilize the Service to violate any statute, rule, regulation, code or ordinance.

**3.5. External-Facing Services.** If Customer subscribes to a Service for creation and hosting of external-facing information, applications or websites, Customer will comply with, and be responsible for Users' compliance with, Built.io's External-Facing Services Policy (<https://www.built.io.com/externalfacingservicespolicy>) and be solely responsible from complying with applicable law in any use of cookies or other tracking technologies. These requirements are in addition to the Terms of Service.

**3.6. Account User Limitations.** Each Customer User shall be assigned to an account with a login and password (“Account Information”) in connection with their use of the SaaS Services. Company agrees that its Users may not transfer or share their Account Information. If Customer desires to add or remove Users they shall promptly notify Built.io to either request removal or addition of Users.

**3.7. Removal of Non-Built.io Applications or unlawful content.** Customer agrees that, If Built.io is required by law to remove content, or receives information that content posted or displayed by Customer may violate applicable law or third-party rights, Built.io may so notify Customer and in such event Customer will promptly remove such content from Customer’s systems, but Built.io reserves the right to remove the content, block access to it, or terminate the Services immediately upon notice. If Built.io receives information that non-Built.io Application hosted on a Service by Customer violates Built.io’s External-Facing Services or applicable law or third-party rights, Built.io may so notify Customer and in such event Customer will promptly disable such Non-Built.io Application or modify the Non-Built.io Application to resolve the potential violation. If Customer does not take required action in accordance with the above, Built.io may disable and/or remove the content, Service and/or Non-Built.io Application until the potential violation is resolved.

#### **4. NON-Built.io PROVIDERS**

**4.1. Acquisition of Non-Built.io Products and Services.** Built.io or third parties may make available third-party products or services, including, for example, but not limited to, Non-Built.io Applications and implementation and other consulting services. Any acquisition by Customer of such Non-Built.io products or services, and any exchange of data between Customer and any Non-Built.io provider, is solely between Customer and the applicable Non-Built.io provider. Customer acknowledges that access to Non-Built.io Applications or other products or services is dependent on Customer’s acquisition of such Non-Built.io Applications, products or services. Built.io does not warrant or support Non-Built.io Applications or other Non-Built.io products or services, whether or not they are designated by Built.io as “certified” or otherwise nor can Built.io guarantee that the Services will function or integrate with Non-Built.io Products and Services.

**4.2. Non-Built.io Applications and Customer Data.** If Customer installs or enables a Non-Built.io Application for use with a Service, Customer grants Built.io permission to allow the provider of that Non-Built.io Application to access Customer Data as required for the interoperation of that Non-Built.io Application with the Service. Built.io is not responsible for any disclosure, modification, transmission or deletion of Customer Data resulting from access by a Non-Built.io Application.

**4.3. Integration with Non-Built.io Applications.** The Services may contain features designed to interoperate with Non-Built.io Applications. To use such features, Customer may be required to obtain access to Non-Built.io Applications from their providers, and may be required to grant Built.io access to Customer account(s) on the Non-Built.io Applications. If the provider of a Non-Built.io Application ceases to make the Non-Built.io Application available for interoperation with the corresponding Service features on reasonable terms, Built.io may cease providing those Service features without entitling Customer to any refund, credit, or other compensation.

**5. Future Functionality.** Customer agrees that Customer’s purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Built.io regarding future functionality or features.

**6. Customer Data Portability and Deletion.** Upon request by Customer made within 30 days after the effective date of termination or expiration of an Order Form, or this Agreement, Built.io will make the Customer Data available to Customer for export or download as provided in the Documentation. After

that 30-day period, Built.io will have no obligation to maintain or provide Customer Data, and may in its sole discretion thereafter delete or destroy all copies of Customer Data in Built.io's systems or otherwise in Built.io's possession or control as provided in the Documentation, unless legally prohibited.

7. Built.io’s Service Level Agreement Response and Workaround/Fix Targets Times are as follows:

Service Component	Severity Level Determination	Severity Level Description	Response Time	Workaround/Fix Target
SaaS Service	Severity 1	Outage defect causes the Services to be wholly inoperable, produce material incorrect results, or fail catastrophically, causing critical impact on Customer’s business operations (for example, the Service is down, causing critical impact to business operations if service is not restored quickly)	4 Business Hours	Updates to Customer every 4 hours, Continuous work until workaround or emergency hotfix is created
SaaS Service	Severity 2	SaaS Service defect causes a serious but non-critical situation in which the Service produces incorrect results, or a material feature of the SaaS Service is inoperative, causing a moderate impact on Customer’s business operations but business operations continue not restored quickly)	6 Business Hours	Updated every day, 4 Business Days to create hotfix or workaround
SaaS Service	Severity 3	SaaS causes a minor impact on Customer’s business operations. Minor feature of the Services not operational (for example, use of the Services impaired but most business operations continue).	12 Business Hours	Updates every 5 Business Days, use commercially reasonable efforts to incorporate fix/workaround into maintenance.

“Business Hours” shall be defined as Monday through Friday, 8:00 am to 6:00pm Pacific Standard Time.