



## CLA Service Level Agreement Exhibit

This CLA Service Level Agreement (“SLA”) defines the service levels that apply to the Services (excluding Professional Services). Built will use commercially reasonable efforts to provide the Services and the support, updates and maintenance for the Services in accordance with industry standards and in compliance with the SLA.

### I. Service Levels.

**a. Telephone and Email Support.** Support Hours: 7 a.m. – 7 p.m. CST Monday through Friday, excluding U.S. Federal holidays. Client may access email support by submitting a ticket to: [support@getbuilt.com](mailto:support@getbuilt.com).

**b. Availability.** During the Term, Built will make the Services Available twenty-four (24) hours a day, seven (7) days a week, at least ninety-nine percent (99%) of the time (“Uptime”) as measured on a calendar monthly basis, excluding Excused Downtime (“Availability SLA”). Built will measure and report the actual availability of the Services based on accessibility, excluding Excused Downtime, on Built’s public status page at [status.getbuilt.com](https://status.getbuilt.com).

### II. Priority Definitions and Response

| Priority | Built Definition   | Built Response  | Built Target Resolution  | Built Communication   |
|----------|--|---|--|---|
| P1       | Loss of availability or functionality of major components of the Services preventing reasonable use of the Services. P1 also includes severe performance issues that prevent reasonable use of the Services. | Built’s team will respond immediately 24/7/365 upon notice of P1. | Built will seek to restore Services as soon as possible and will apply all applicable resources consistently until P1 is resolved or downgraded. | Public alerts will be made available at least hourly on Built’s status page: <a href="https://status.getbuilt.com">status.getbuilt.com</a><br><br>Client may subscribe to SMS and/or Email alerts from our Status Page if direct alerting is desired. |



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| P2 | Loss of availability or functionality of a material subset of the Services. Generally, the Services are available and usable but certain functions or operations are unavailable or severely impaired. | Built's team will respond promptly during Business Hours.                | Built will seek to restore the Services or provide a reasonable workaround within two Business Days. | Built's Client Support Team will provide at least daily updates until resolved.  |
| P3 | Issues that have workarounds, minor degradations.  | Built's team will respond within one Business Day during Business Hours. | Built will seek to restore the Services or provide a reasonable workaround within thirty days.       | Built's Client Support Team will provide at least weekly updates until resolved. |
| P4 | Cosmetic and trivial adjustments or enhancements.  | Built's team will respond within one week during Business Hours.         | Built evaluates Client feedback and determines what adjustments to make to Built's priorities.       | Standard release communication   |

- III. **Service Limitations.** Built is not obligated to correct any errors or provide any other support to the extent such errors or need for support were created in whole or in part by: (a) the acts, omissions, negligence or willful misconduct of Client, including any unauthorized use of the Service; (b) any failure or defect of Client's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Built's control); (c) Client's use of the Services other than as intended under the applicable Order Form; or (d) a Force Majeure Event.
- IV. **Service Level Remedy.** If Built fails to meet the Availability SLA for any three (3) calendar months in a twelve (12) month rolling period, that failure will be deemed a Service Level Failure. In the event of a Service Level Failure, Client's sole and exclusive remedy shall be to: (i) terminate the Agreement within three (3) months of a Service Level Failure and (ii) receive a prorated refund of prepaid Fees for Services not rendered from the date of termination.
- V. **SLA Updates.** Built may revise this SLA at any time with notice to Client, provided no such revisions may materially degrade this SLA's required performance of the Services.
- VI. **Service Level Definitions**
- a. "Available" or "Availability" means the ability to access and use the Services.
  - b. "Business Days" means Monday through Friday, excluding Federal holidays.
  - c. "Business Hours" means the hours of 8:00 a.m. to 5:00 p.m. CST during Business Days.
  - d. "CST" means Central Standard Time.



- e. **“Excused Downtime”** means where the Services are not Available due to Maintenance, downtime due to the failure of a service or technology outside of Built’s control, or a Force Majeure Event. Built reserves every Saturday night from 8 p.m. CST to Sunday at midnight CST as Excused Downtime and will endeavor to schedule Maintenance in that time period unless such Maintenance is urgent, in Built’s discretion.
- f. **“Force Majeure Event”** means any act or event that (a) prevents a Party from performing its obligations or satisfying a condition to the other Party’s obligations under this Agreement; (b) is beyond the reasonable control, and not the fault, of the nonperforming Party; and (c) the nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome.
- g. **“Maintenance”** means any scheduled outages or down-time outside of defined Business Hours for maintenance, upgrades, enhancements, or changes to the Services.
- h. **“Response Time”** means the time from which Client or any user places the call or email until Built responds to the same.