Bitrise Public Listing on AWS EULA

Order

Order Details:

Service	Monthly Fees	Description	Overage Rules	Caps
Bitrise on AWS: **macOS virtualized** AMI	$1250.00/monthly	Bitrise Platform usage via the Bitrise on AWS: macOS virtualized AMI listing, order as further described in this EULA. See Schedule 1, Section 3	Yes	Monthly Automation Build Cap = 1000
Bitrise Automation Service	Included with AMI(s)	As accessed via the AMI(s), and as specified in the Bitrise Private Listing on AWS where this Listing Order is posted as the EULA. See Schedule 1, Section 2	Yes	Maximum Concurrency Limit: 10
Support	Included	**Standard** Support: Please raise your support request here for technical help: https://support.bitrise.io/hc/en-us We aim to respond within 24 hours	Not Applicable	Not Applicable

Term	1 months

Total Amount Due for Current Order:

Total Monthly Amount Due	$1250.00

Additional Terms:

The Fees shall be paid in advance.

Bitrise terms as specified below:
- Refer to Schedule 1 for Service Fee Rules
- Refer to Schedule 2 for SLA
- Refer to Schedule 3 for Support Schedule (for the Support Tier identified above)
- Refer to Schedule 4 for EULA

Start Date: on or about when the Create Contract button is clicked on the AWS Marketplace
End Date: 1 month after the Start Date

The terms of this Order are accepted and acknowledged by Customer's authorized representative on the date on which Customer accepts the Bitrise Public Listing on AWS where this document is posted as the EULA.

SCHEDULE 1 – SERVICE FEE RULES

This <u>Schedule 1</u> of the Order sets out the rules under which Customer is permitted to utilize each Service in the Order Details table of the Order.

1.   <u>Definitions</u>.

      1.1   "<u>Builds</u>" means a specific and configurable Workflow set up by Customer for one of Customer's apps.

      1.2   "<u>Concurrency Reduction</u>" means that Bitrise may reduce the number of peak concurrencies on an increasing scale as determined by Bitrise in order to maintain Customer's compliance with any applicable caps.

      1.3   "<u>Workflow</u>" means a set of Steps (and Add-ons, if applicable) selected and ordered by Customer for one of Customer's apps.

      1.4   All other terms shall have the meanings as assigned to them in the Order.

2.   Automation Service Usage Rules.

      2.1   <u>Cap</u>. "<u>Monthly Automation Builds Cap</u>" is the number specified as "Builds/month" in the "Automation Service" row in the Order Details table, and is the cumulative maximum number of Builds permitted each month across all Services.

      2.2   <u>Overage Rules</u>: If Customer runs any Builds over the Monthly Automation Builds Cap, Bitrise shall have the right to impose Concurrency Reduction on Customer's usage of any of the Services during that month. To avoid a Concurrency Reduction, Customer shall enter into a new Order with higher caps.

3.   Build Platform Usage Rules.

      3.1   <u>Cap</u>. The "<u>Maximum AWS Concurrency Limit</u>" is the number specified as the "Maximum Concurrency Limit" in the Bitrise on AWS row in the Order Details table.

      3.2   <u>Overage Rules</u>. No concurrency usage over the Cap specified in 3.1 above shall be permitted at any time.

SCHEDULE 2 - SLA

1.   <u>Definitions</u>. The following terms have the meanings set forth in this <u>Section 1</u>. Any capitalized terms used but not defined in this SLA have the meanings assigned them in the Agreement.

   1.1   "<u>Business Day</u>" means, for purposes of this SLA, the hours commencing at 2 am ET and ending at 5 pm ET each Bitrise regular business day.

   1.2   "<u>Scheduled Downtime</u>" means maintenance of the Bitrise Services scheduled in advance by Bitrise.

   1.3   "<u>Unscheduled Downtime</u>" means unavailability of the Bitrise Services other than Scheduled Downtime; and shall include, but is not limited to, downtime initiated by Bitrise at any time due to an event that requires immediate and unforeseen corrective action due to no fault of Bitrise.

2.   <u>Service Availability Levels</u>. Bitrise shall provide the Core Bitrise Platform in accordance with the following service availability levels. In the event that a service availability level is not met as set forth herein, Customer's sole remedy shall be to receive service availability credits ("<u>SACs</u>") as described in <u>Section 3</u> below. (For purposes of clarification, SACs are not Credits, as defined in <u>Schedule 1</u> above.)

   2.1   <u>Service Availability</u>. During any calendar month, Bitrise shall use all commercially reasonable efforts to maintain availability of the Core Bitrise Platform according to the following table.

	Monthly Service Level Availability	**SAC Percent of Monthly Fee**
Availability Level 1	99.9% and above	None
Availability Level 2	99.0% to 99.89%	5%
Availability Level 3	Below 99.0%	15%

   2.2   <u>Calculation</u>. Monthly Service Level Availability (as defined in the table above) shall be calculated on a calendar monthly basis by Bitrise, excluding Scheduled Downtime and any interruptions or degradations outside the reasonable control of Bitrise. For purposes of clarity, this SLA does not apply to any infrastructure purchased by Customer from AWS and/or infrastructure services operated by AWS or Customer.

   2.3   <u>Scheduled Downtime</u>. Bitrise shall notify Customer of any Scheduled Downtime, at least five (5) Business Days in advance, by posting on Bitrise's status page at https://status.bitrise.io.   Scheduled Downtime shall be scheduled on weekends and holidays whenever possible.

   2.4   <u>Unscheduled Downtime</u>. Bitrise shall notify Customer of any Unscheduled Downtime, no less than thirty (30) minutes after Bitrise becomes aware of the start of an Unscheduled Downtime, by posting on Bitrise's status page at https://status.bitrise.io. In the event of any Unscheduled Downtime, Bitrise shall use all commercially reasonable efforts to restore the availability of the Services in no more than sixty (60) minutes.

3.   <u>Service Availability Credits</u>.

3.1   Overview. In the event Bitrise determines a Service Availability Level claim to be valid for Bitrise's failure to meet the availability levels set forth in Section 2 above of this Schedule, Bitrise shall allocate to Customer the SACs as set forth in this Section 3.

3.2   Determination. Customer shall notify (by email to support@bitrise.io) Bitrise of a claim for an SAC not more than ten (10) Business Days after the end of the month in which Customer claims a SAC event has taken place. Customer's notice shall provide sufficient detail for Bitrise to assess the validity of the Service Availability Level claim. No SACs shall be due in any month for which a notice is not received, a notice is not timely made, a notice has insufficient information to validate the claim, or Service Availability Levels materially conformed to Availability Level 1 as set forth in the table in Section 2.1 above. Bitrise's determination as to validity shall be final and binding.

3.3   Calculation. Bitrise shall calculate SACs for the relevant month as follows: 1/12 of the annual Fees for the Service Period in which the applicable SACs is claimed multiplied by the percent specified according to the applicable availability level for the month in question, as identified in the table set forth in Section 2.1 above. For the avoidance of doubt, the foregoing calculation is the maximum amount of SACs that can by claimed by Customer for any month and in no event shall more than one (1) SAC amount be claimed by Customer in a month.

3.4   Allocation of SACs. Bitrise shall provide any SACs owed to Customer solely as an offset against any subsequent fees owed by Customer under future invoices for the next Renewal Period.

3.5   Sole remedy. SACs shall be Customer's sole remedy under this Agreement arising under or in relation to Bitrise commitments under Sections 2 and 3 of this SLA.

SCHEDULE 3 – SUPPORT SCHEDULE

1.   Definitions. The following terms have the meanings set forth in this Section 1. Any capitalized terms used but not defined in this Support Schedule have the meanings assigned them in the Agreement.

   a. "Business Day" means the hours commencing at 2 am ET and ending at 5 pm ET each Bitrise regular business day.

   b. "Critical Issue" means a Ticket which identifies and describes a Severity Level 1 or 2 Incident.

   c. "Incident" means a material, negative deviation from the Bitrise Services as described in the Bitrise Documentation, and only to the extent a deviation is directly attributable to Bitrise and its applicable vendor hosting providers. Bitrise shall assign the applicable classification of each Incident as either a Severity Level 1, 2, 3 or 4 Incident.

   d. "Initial Response" means the elapsed time between the receipt of a support Ticket notifying Bitrise of an Incident and time at which Bitrise replies as verified by a verbal or written communication with respect to the Incident, which shall include Bitrise's acknowledgment or notification to Customer of such Incident.

   e. "Issue" means an Incident submitted by Customer to Bitrise using the channel(s) identified in Section 2 (a)(i) below.

   f. "Severity Level 1 Incident" means a critical issue that renders the entire Bitrise Service, or a material portion thereof, inoperable or in a critically inoperable state impacting a large number of customers, and that warrants public notification and requires executive focus.

   g. "Severity Level 2 Incident" means a major system issue impacting multiple customers' ability to use the Bitrise Services or substantially impairing the use of one of more features or functions of the Bitrise Services. This includes, but is not limited to, a major component of the Bitrise Services is unavailable or experiencing severe performance degradation for a majority of users; or Build pipelines are severely impaired.

   h. "Severity Level 3 Incident" means that overall the Bitrise Service continues to function, but a minor, non-critical issue with one of more features or functions of the Bitrise Services is affected at a low-to-medium impact level.

   i. "Severity Level 4 Incident" means general inquiries concerning usage, configuration, or access of the Bitrise Services and minor issues affecting a small number of customers but not materially impacting overall Bitrise Service.

   j. "Standard Issue" means any Issue that is not a Critical Issue.

   k. "Support Services" means English language support for the use of the Bitrise Services and the identification and resolution of errors in the Bitrise Services, as set forth in this Schedule and an Order.

   l. "Support Tier" means the applicable level of support provided by Bitrise, being either Standard, Priority or Premium, as identified in the Order.

   m. "Ticket" means solely an Issue that is reported via the Bitrise ticket based support channel identified in Section 2 (a)(i) below.

2.   Support Levels.

   a. Service Desk Hours, Incident Reporting and Response Times.

     i. Issues Submitted by Customer; Support Tier. Customer may submit Issues to Bitrise at any time using the channels listed below in accordance with the Support Tier (Standard, Priority, Premium) specified in an Order, provided that if no Support Tier is specified in an Order, then in accordance with the Standard Tier.

Channel	Standard	Priority	Pro	Premium
Forums	✓	✓	✓	✓
Ticket Based Support	✓	✓	✓	✓
Dedicated Onboarding			✓	✓
Dedicated Slack Channel				✓
Bitrise Impact Sessions			Up to 4 per 12 months (recommended 1 per quarter)	Up to 4 per 12 months (recommended 1 per quarter)

ii.   By Customer. When reporting an Issue to Bitrise, Customer shall identify the Incident as a Severity Level 1, 2, 3 or 4 Incident based on Customer's initial evaluation. Customer shall supply sufficient information and assistance for Bitrise to identify and/or replicate the Issue.

iii.   By Bitrise. If Bitrise becomes aware of a Severity Level 1 or 2 Incident, Bitrise shall notify Customer on status.bitrise.io, and shall identify the matter as an Incident with a summary description of the Incident.

iv.   Determination. Bitrise will determine whether an Incident is a Severity Level 1, 2, 3 or 4 Incident or otherwise, which determination shall be final and binding, and which shall determine whether an Issue is a Standard Issue or a Critical Issue.

b.   Incident Response. Bitrise shall use commercially reasonable efforts to respond to Issues according to the table below during the Business Day.

Severity Level		Initial Response		
	Standard Support	Priority Support	Pro Support	Premium Support
Critical Issues	N/A	1 hour	1 hour	1 hour
Standard Issues	N/A	1 Business Day	8 hours	4 hours

c.   Scope of Support.

i.   Covered. Bitrise shall provide Incident response and shall provide Support Services generally relating to assistance with configuration of the Bitrise Services and troubleshooting directly for Incidents.

ii.   Not covered. Bitrise shall not provide any professional services, additional services, on-site support, support for third party software, or any services not in the specific scope expressly identified in Section 2 (a)(i) above under this Support Schedule.

3.   Customer Success Team and Customer Assistance

a.   Customer Success Manager. Bitrise shall assign a Customer success manager to Customer's account ("Customer Success Manager"). The Customer Success Manager shall be Customer's primary point of contact at Bitrise for all queries and requests for assistance, provided, however, that for purposes of this Support Schedule, all Critical Issues shall be submitted as set forth in Section 1(b) above.

b.   Customer Engineer. Bitrise shall assign an engineer to Customer's account ("Customer Engineer"). The Customer Engineer shall be Customer's primary technical point of contact at Bitrise, provided,

however, that for purposes of this Support Schedule, all Critical Issues shall be submitted as set forth in <u>Section 1(b)</u> above.

   c. <u>Bitrise Impact Sessions</u>. Bitrise shall provide sessions up to one (1) hour each to review and advise on Customer's use of Bitrise Services at the frequency outlined in <u>Section 2(a)(i)</u> above.

   d. <u>Dedicated Onboarding</u>. During the first thirty (30) days of the Service Period, Bitrise shall provide weekly, one (1) hour technical onboarding and coaching sessions to mutually-agreed, designated members of Customer's team.

End User License Agreement (EULA) for AWS Listings

Background

Whereas, Bitrise, Inc. ("Bitrise") provides mobile continuous integration, continuous delivery and related services for mobile app developers as software-as-a-service solutions, and

Whereas, in accordance with the terms set forth in this EULA, Customer wishes to use the Bitrise Services, as defined below, in its business operations, and Bitrise wishes to provide Customer with access to such Bitrise Services.

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bitrise and Customer agree as follows:

1. **EULA**.

   a. The terms of this EULA govern Customer's use of the applicable Bitrise Agent.

   b. This EULA consists of this document and incorporates (i) the provisions of with the https://www.bitrise.io/terms ("ToS") which Customer agrees to in creating its account at www.bitrise.io, and (b) any additional schedules posted by Bitrise in such a Selected Listing.

   c. By accessing and using the Bitrise Agents, Customer acknowledges its acceptance of the terms of this EULA.

   d. In the event of any conflict between this document and the additional terms incorporated under Section 1.b above, the order of precedence is: this document, the ToS, any other Bitrise schedules in the Selected Listing.

2. **Definitions**. The following terms have the meanings set forth in this Section 2. Any capitalized terms used but not defined in this document have the meanings assigned them in the ToS.

   a. "AWS Marketplace" means the AWS Marketplace as described here: https://docs.aws.amazon.com/marketplace/latest/userguide/what-is-marketplace.html.

   b. "AWS Marketplace Listing Guidelines" means the guidelines and policies listed at https://aws.amazon.com/marketplace/, the AWS Marketplace Seller Guide set forth at https://docs.aws.amazon.com/marketplace/index.html, each as they may be updated by AWS from time to time.

   c. "Bitrise Agents" mean the Amazon Machine Images (as defined at https://docs.aws.amazon.com/glossary/latest/reference/glos-chap.html#AmazonMachineImage) offered by Bitrise and selected by Customer on a Selected Listing.

   d. "Listing" means any form of private or public listing (as defined by the applicable AWS Marketplace Listing Guidelines) posted by Bitrise on AWS Marketplace in which a Bitrise Agent is a product.

e. "<u>Selected Listing</u>" means a Listing selected and agreed to by Customer on the AWS Marketplace.

3. <u>Bitrise Agents</u>.

a. Bitrise Agents are intended solely for Customer's use on AWS machines that Customer contracts directly with AWS (the "<u>AWS Machines</u>"). Bitrise has no responsibility for any infrastructure or other technology of any kind contracted for between Customer and AWS.

b. Bitrise Agents are intended solely for use in conjunction with the Services pursuant to the Selected Listing and this EULA. Unless Bitrise specifically states in a Listing that it is permissible for Customer to use the Bitrise Agent on any third-party service providing competitor services to Bitrise, that use is prohibited.

c. The pricing and payment terms, the product, support and SLA schedules, if and to the extent included in the Selected Listing, shall be deemed the Plan for the purposes of the ToS. The pricing terms in the Selected Listing and the AWS Marketplace terms regarding payments of fees shall apply.

d. In accordance with the ToS, Bitrise offers the Services through accounts created on the Website. Customer acknowledges that in order to use the Bitrise Agents, Customer must create an account at the Website.

e. Bitrise Agents shall be considered Bitrise Add-ons; pursuant to <u>Section 3.31</u> of the ToS Bitrise Agents are part of the Services.

f. If Customer accesses and uses the Services (including the Bitrise Agents) for proof-of-concept purposes, Customer's use of the Services shall be governed by the provisions of the ToS as applicable to Beta and Evaluation Offerings.

4. <u>Contracting Bitrise Entities</u>. Notwithstanding <u>Section 3.1</u> of the ToS, "<u>Bitrise</u>" or "<u>we</u>" mean Bitrise, Inc., with its registered office at 548 Market St, PMB #95557, San Francisco, CA 94104-5401, and includes all Affiliates of Bitrise, Inc.

5. <u>Termination</u>.

a. On any termination or expiration of a Selected Listing, Customer agrees to terminate the use of the applicable Bitrise Agents, and to permanently delete and such applicable Bitrise Agents, including by permanently removing those Bitrise Agents from any AWS Machines on which the Bitrise Agents are installed.

b. In the event Customer continues permitted use of the Services after a proof-of-concept under <u>Section 3.f</u> above but without selecting a new Selected Listing, the terms of this EULA shall continue to apply.

c. Bitrise has the right to terminate this AWS Marketplace Order and EULA at any time. For inquiries regarding any termination of this AWS Marketplace Order and EULA, please contact https://support.bitrise.io/hc/en-us