Version: October 27, 2026

SaaS Terms and Conditions

Section 1 – Subject-Matter, Contract Structure, Definitions, Order of Precedence

(1) BuildingMinds Schweiz AG ("**BMS**") develops and operates a cloud-based platform for the real estate industry ("**BuildingMinds Platform**") and provides, or instructs any of its Affiliates to provide, to customers that conclude a Contract with BMS through the Online Order Process described in paragraph (2) below (each, a "**Customer**") access to, and use of, certain components of the BuildingMinds Platform and related support services in a Software-as-a-Service model ("**BuildingMinds Platform Services**" or "**Services**") during the Subscription Term and any Free Trial Period (as defined in Section 8(1) below). "**Subscription Term**" shall mean each subscription period specified in the Contract, which renews in accordance with Section 7(2) below. "**Affiliates**" shall mean with respect to a person or entity, any other person or entity which directly or indirectly Controls, or is Controlled by, or is under common Control with, the specified person or entity, whereby "**Control**" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person or entity, or any other means to exercise a controlling influence over such person or entity.

(2) The agreement for the provision of Services ("**Contract**") consists of (i) the Online Order Form submitted by Customer and confirmed by BMS in the Acceptance Email, and (ii) these SaaS Terms and Conditions (including the Appendices referenced in paragraph (4) below). BMS and Customer (together, the "**Parties**") conclude the Contract through the following "**Online Order Process**": (i) Customer submits a binding offer to BMS by completing and submitting the online order form made available by BMS on its website (the "**Online Order Form**"), which also requires Customer to accept these SaaS Terms and Conditions (including the Appendices), and, where applicable, to provide valid payment details through BMS's designated payment service provider; and (ii) BMS accepts Customer's offer by sending an acceptance confirmation email to the email address provided by Customer (the "**Acceptance Email**"). The Contract comes into existence only upon dispatch of the Acceptance Email. BMS is under no obligation to accept any offer made through the Online Order Form.

(3) Before submitting the Online Order Form, Customer is responsible for reviewing the information entered or selected, including Customer details, selected Services, applicable fees, Subscription Term, billing period, billing details and payment method. By submitting the Online Order Form, the submitting individual confirms that it is duly authorized to act on behalf of Customer who is acting for purposes which are inside their trade, business, craft or profession, and to submit a binding offer for the conclusion of the Contract. If BMS sends an email for verification of Customer's email address and/or for completion of the payment process, such email does not constitute the Acceptance Email. The Acceptance Email will be dispatched only after completion of the steps required by BMS for the relevant Online Order Process, including, where applicable, completion of the payment process and Customer's confirmation of the subscription on the final order page.

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(4) The following appendices are appended to, and form an integral part of, these SaaS Terms and Conditions ("**Appendices**"): (i) Appendix: BuildingMinds Platform Service Description, available at https://buildingminds.com/buildingminds-platform-services; (ii) Appendix: Support Services, available at https://buildingminds.com/support-services; (iii) Appendix: Service Levels, available at https://buildingminds.com/service-levels; (iv) Appendix: Data Processing Agreement, available at https://buildingminds.com/data-processing-agreement ("**DPA**"); and (v) Appendix: Terms of Use, available at: https://buildingminds.com/buildingminds-platform-terms-of-use. Unless provided otherwise in the Contract, Appendices referenced through URLs (uniform resource locators) are incorporated in the most current version available through the corresponding URL at the time of submission of the Online Order Form by Customer. BMS may from time to time update Appendices in accordance with the applicable provisions of these SaaS Terms and Conditions.

(5) In case of contradictions between the components of the Contract, the following order of precedence applies, with the higher-ranking document prevailing: (i) the Online Order Form; (ii) this SaaS Terms and Conditions document; and (iii) the Appendices. Notwithstanding the foregoing, (a) in relation to the processing of personal data by BMS on behalf of Customer, the DPA shall prevail over the remaining provisions of the Contract to the extent required to resolve a conflict relating specifically to such processing of personal data; and (b) if any term in the Terms of Use conflicts with any other provision of the Contract, such other provision of the Contract shall govern.

(6) The Services are offered only to customers acting for purposes which are inside their trade, business, craft or profession. BMS offers no contracts or services to consumers. In addition, BMS currently offers Contracts only to prospective customers domiciled or with their registered seat in a member state of the European Economic Area (EEA), the United Kingdom or Switzerland. Unless explicitly provided otherwise in the Contract, the Services are provided under a simple mandate agreement in the sense of Sections 394 et seqq. Swiss Code of Obligations (OR).

(7) Nothing in the Contract constitutes a commercial agency under any Applicable Law. No party shall have the right to claim any commercial agency benefits in the absence of such explicit provision in the Contract. "**Applicable Law**" shall mean any applicable (i) statutes, regulations and other legislation, (ii) the common law and law of equity, (iii) binding court order, judgement or decree, and (iv) binding administrative decision, rule, practice or requirement.

Section 2 – Services

(1) BMS provides the Services in a Software-as-a-Service model during the Subscription Term and any Free Trial Period and in accordance with the scope agreed in the Contract. The Services are cloud-based services relating to the BuildingMinds Platform which is accessible by Customer over the internet only. Such cloud-based services allow handling of, among other things, Customer's data about real-estate and portfolios, including geographies, buildings, building structures, equipment, building-related transactions, certificates, resource consumption and emissions; all such data provided or made accessible by Customer to BMS, in particular through the use of the BuildingMinds Platform, including results of processing of such data through the BuildingMinds Platform, are "**Customer Building Data**".

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(2) The Services provided to Customer will only include the use of those components of the BuildingMinds Platform, including solutions, modules and features described in the Appendix: BuildingMinds Platform Service Description, and related support services described in the Appendix: Support Services, in each case only to the extent explicitly set out or selected in the Contract.
(3) Customer may access and use the Services, including any APIs (Application Programming Interfaces) and other connectors offered by the BuildingMinds Platform to connect it with certain Customer systems and applications, only during the Subscription Term and any Free Trial Period, only in accordance with the Services' intended use and only for Customer's internal business purposes. In any case, Customer and any user whom Customer provides or facilitates access to the Services shall, in particular, not (i) integrate or cause third parties to integrate Services or portions thereof into any other products or services, (ii) resell or market or cause third parties to resell or market any Services or portions thereof (by way of framing or otherwise) to third parties, or (iii) attempt or cause third parties to attempt copying, duplicating, modifying, creating derivative works from or distributing all or any portion of the Services.
(4) Any Services are solely provided to Customer and the provision of user access to the Services shall not establish any contractual relationship between BMS and such users, also no contract for the benefit of third parties. BMS provides Customer with user administration rights, which will be handed out to Customer's designated contact person(s), and Customer is authorized to use such administration rights for adding further users. Any access credentials for users with or without administration rights shall always remain tied to one individual and identifiable user and may only be used by such user; they are not assignable and may not be shared with any other person. Customer may only permit individuals at Customer, Customer's Affiliates or Customer's contractors (e.g., service providers or other suppliers) that require the use for Customer's internal business purposes to use the Services in accordance with the Contract. As between Customer and BMS, Customer shall be responsible for all acts and omissions of all users whom Customer provides or facilitates access to the Services, and any act or omission by any such user which, if undertaken by Customer, would constitute a breach of the Contract, shall be deemed a breach of the Contract by Customer. Customer shall use reasonable efforts to make all such users aware of the provisions of the Contract applicable to the access to, and use of, the Services, and shall cause them to comply with such provisions.
(5) BMS continuously develops and improves the BuildingMinds Platform and related support services for all customers in accordance with new technical developments and market requirements. BMS is free to introduce new BuildingMinds Platform components, may – at its reasonable discretion (e.g., due to technical progress, performance optimization or other reasonable purposes) – change, replace or remove existing components and may adjust the related descriptions of the Services accordingly. The Appendix: BuildingMinds Platform Service Description and Appendix: Support Services are appended to these SaaS Terms and Conditions in accordance with Section 1(4). These descriptions may be amended by BMS from time to time through updates made available at the URLs specified in Section 1(4), which thereby become part of the relevant Appendix. BMS incurs no obligation vis-à-vis Customer to develop or implement specific or platform-wide components. New additional components may be made available to Customer free of cost at BMS's free discretion or offered for purchase under the Contract or a separate agreement.

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(6) BMS may offer to Customer at its free discretion the use of new components or versions of the BuildingMinds Platform as a preview, pre-release, beta or trial version ("**Preview**"). Services in scope of a Preview ("**Preview Services**") are provided "as-is", "with all faults", "as available", without any warranty, at Customer's own risk and without application of any service levels. Customer shall not upload any personal data to the BuildingMinds Platform for processing by BMS as part of Customer's use of any Preview Services. BMS may make Previews subject to additional terms when making them available. BMS may at its free discretion change or discontinue Previews at any time without notice and/or choose not to transfer any feature of a Preview into a generally available Service.

(7) Without prejudice to paragraph (5) above, BMS will monitor and regularly deliver maintenance and updates to the BuildingMinds Platform at its reasonable discretion and will rectify errors in the course of regular update cycles or more timely (e.g., in the form of patches or other means of remedy), depending on the nature and severity of the respective error.

(8) BMS will hold the BuildingMinds Platform available in accordance with the service levels set out in the Appendix: Service Levels appended to these SaaS Terms and Conditions in accordance with Section 1(4). They may be amended by BMS from time to time through updates made available at the URL specified in Section 1(4), which thereby become part of the Appendix. If BMS fails to meet such service levels, BMS shall credit to Customer the respective amounts specified in the Appendix: Service Levels ("**Service Credits**"), subject to the terms of the Appendix: Service Levels. Service Credits are the sole remedy for any performance or availability issues for the Services under the Contract, unless mandatory Applicable Law requires otherwise, in which case any payments on Service Credits shall be offset against such potential additional claims (e.g., for fee reduction or damages), if any. The foregoing is subject to Section 8 with respect to any Free Trial Period.

(9) BMS has implemented and publishes rules for expected conduct of BuildingMinds Platform users and handling of illegal content ("**Terms of Use**"), including if required by Applicable Law. The current Terms of Use are appended to these SaaS Terms and Conditions as Appendix: Terms of Use in accordance with Section 1(4) and may be amended by BMS from time to time through updates made available at the URL specified in Section 1(4), which thereby become part of that Appendix. Customer shall ensure that all users whom Customer provides or facilitates access to the BuildingMinds Platform comply with such Terms of Use.

(10) BMS may, upon Customer's separate request, offer professional services (e.g., onboarding, consulting, implementation or integration services) in support of Customer's use of the BuildingMinds Platform. Such professional services are not part of the Services under this Contract and require a separate written agreement between the Parties.

Section 3 – General Properties of the Services

(1) BMS will provide the Services in a good and professional manner with reasonable skill, care and diligence, in accordance with good industry practice and current and industry-tested technology, all as available at the time of conclusion of the Contract. Legal advice is in no case in scope of the Services.

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(2) Except as expressly provided otherwise in the Contract, the Services are provided “as is” and to the extent permitted by Applicable Law, BMS disclaims all other conditions, warranties, representations, undertakings or other terms which might have effect between the Parties with respect to the Services, or be implied or incorporated into the Contract, whether by statute, common law, custom or otherwise, including any implied conditions, warranties, undertakings or other terms relating to satisfactory quality, fitness for any particular purpose, ability to achieve a particular result or arising from course of dealing. BMS shall not be deemed to have guaranteed any properties of the Services except if it has expressly confirmed such guarantee. The Services are not laid out for, and BMS does not warrant, their uninterrupted or error-free performance. In particular, externally induced disruptions, interferences of, or an unauthorized access to, Services, cannot be fully ruled out or their absence be warranted. However, the foregoing shall not limit BMS’s obligations under Sections 2(7) and 2(8) above and with respect to the service levels which may be agreed in the Appendix: Service Levels.

(3) BMS will reasonably inform Customer if it detects circumstances that impair the provision of Services. Notwithstanding the foregoing, Customer shall periodically inspect the processing results (output) of the Services and notify BMS of any errors in writing promptly after the time at which they are discovered or could have been discovered in the course of proper inspection. In the absence of timely notice, this shall not limit BMS’s obligations to correct BuildingMinds Platform errors on an ongoing basis pursuant to Section 2(7) above.

Section 4 – Customer’s Cooperation Obligations and Delineation of Responsibilities

(1) Customer acknowledges that provision of the Services may depend on Customer’s cooperation. Customer shall, therefore, perform such cooperation obligations as expressly agreed in the Contract, and shall further provide reasonable cooperation to the extent that it is necessary or useful and generally customary for receiving the Services, as indicated by BMS from case to case. Cooperation shall be provided free of charge to BMS.

(2) For all Services, Customer shall:

a) Furnish in due time, and in the form determined by BMS, all information, data, documents and other material in the Customer’s sphere that are necessary to provide the Services and issue timely decisions and approvals;

b) Ensure and maintain the technical and legal compatibility of its own and of any third-party services or technology applied by Customer (including, but not limited to, APIs and SDKs – Software Development Kits), for accessing and using the Services in accordance with requirements published by BMS from time to time and check BMS’s compatibility requirements before receiving any Services. Unless otherwise explicitly agreed in a separate agreement, BMS will not verify compatibility and fitness for purpose of Customer’s technology to receive the Services;

c) Not modify the BuildingMinds Platform, not introduce illegal or malicious content to the BuildingMinds Platform or other IT systems of BMS (including viruses, worms, Trojan horses, spyware, ransomware and any other form of malware or components thereof (“**Malware**”)) and ensure an adequate level of IT security on its IT infrastructure that is connected to the BuildingMinds Platform or other IT systems of

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BMS. An adequate level of IT security includes the use of up-to-date filters and firewalls with an adequate level of protection to prevent infections by Malware and penetration by third parties and that the respective current software versions recommended by the manufacturers are installed (including all current security patches);

d) Ensure that Customer's access data to the BuildingMinds Platform and other IT systems of BMS is stored in such manner that it is adequately protected against access by unauthorized third parties (e.g., through encryption) and not enable unauthorized third parties to gain access to the BuildingMinds Platform or other IT systems of BMS or facilitate the same;

e) Refrain from Reverse Engineering any Services, including in particular elements of the BuildingMinds Platform. "**Reverse Engineering**" are all acts, including observation, testing, investigation and de-construction and, as the case may be, renewed construction, with the aim of decoding the know-how contained in the items specified above, unless and to the extent such acts are permitted under mandatory Applicable Law;

f) Promptly report to BMS (i) any actual or potential errors in the Services with precise description of the nature or effect of such error, (ii) any security breaches or incidents that may affect BMS's Services or IT systems and require BMS's action, and (iii) any major changes of, or within, Customer's IT systems that are connected to the BuildingMinds Platform or to other IT systems of BMS;

g) Ensure that its cooperation acts and contributions are free from any third-party rights which would impair their use by BMS, its subcontractors and/or vicarious agents; and

h) Maintain sufficient licences to any third-party software or services operated or used by Customer which are necessary for using the Services or in conjunction with the Services.

(3) BMS may rely on the correctness, completeness, timeliness, contractual compliance and security of Customer's cooperation (in particular with respect to data and information provided, and to security of Customer's IT systems to which BMS's own IT systems are connected) without separate examination. To the extent that Customer provides insufficient cooperation, or such cooperation is delayed, or otherwise deviates from the agreed manner and this has an impact on the provision of Services, BMS is released from the provision of its affected Services, and any agreed deadlines for BMS shall be expanded by a reasonable period of time.

(4) Customer is aware, and the Parties agree, that the output of the BuildingMinds Platform is dependent on the input provided by Customer, and that the content, quality, completeness and timeliness of Customer Building Data input uploaded to and/or processed on the BuildingMinds Platform are the sole responsibility of Customer. Customer acknowledges that the required data structure, format and delivery times of Customer Building Data input set in the Contract needs to be ensured and maintained; deviations or changes in the data format, structure or delivery times may have adverse effects on the functionalities of the BuildingMinds Platform or its output. Customer is alone and fully responsible for (i) Customer's intended use and fitness for purpose of any Customer Building Data, (ii) the quality and timeliness of Customer's data input, in particular for ensuring that all Customer Building Data input is accurate, complete, properly maintained, continuously updated and available when needed to support Customer's intended use of the BuildingMinds Platform, and (iii) implementing adequate, market-standard data back-up procedures on its

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IT systems (including at least one full daily back-up), if such systems are connected to the BuildingMinds Platform and/or serve as the source of Customer Building Data.

(5) Customer is responsible and warrants to BMS that (i) any use imputable to Customer of any Services is in compliance with Applicable Laws, including applicable data protection laws, and (ii) Customer Building Data does not violate Applicable Law or any third-party rights (including Intellectual Property Rights, as defined in Section 10(1) below), does not contain obscene, offensive or fraudulent information or advocates violence, discrimination or racism and does not give rise to any cause of action against BMS for any of the aforementioned or any other reasons.

(6) BMS is not responsible for, and no service levels apply in case of, any failure or impairment of Services due to any of the following circumstances or events: (i) any network, system or device failure or connection problem external to the BuildingMinds Delivery Point ("**BuildingMinds Delivery Point**" is the interface between the data centre infrastructure used by BMS and the internet); (ii) the use of services, hardware, or software not provided or certified by BMS, including inadequate bandwidth; (iii) Customer's use of a Service after BMS has advised Customer to modify its use in accordance with the Contract, if Customer did not modify as advised; (iv) unauthorized action of Customer or lack of Customer's action when required or Customer's employees or contractors, or third parties gaining access to the Services by means of Customer's access credentials or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices; (v) Customer's failure to adhere to any required configurations, to use supported feeder or target systems, or to follow any applicable policies for acceptable use; (vi) BMS's implementation of Customer's instructions or Customer's unauthorized changes to the Services; (vii) the use of Services in a manner inconsistent with their features or functionality (e.g., attempts to perform operations that are not supported), inconsistent with BMS's published guidance or outside the scope of the Contract; (viii) faulty input, instructions, or arguments (e.g., requests to access files that do not exist); or (ix) attempts to perform operations that exceed prescribed quotas, place otherwise undue strain on the BuildingMinds Platform or BMS's other IT systems or that resulted from BMS's throttling of suspected abusive behaviour.

(7) Should Customer be in principle entitled to a rectification of errors in the Services, such rectification rights do not apply if Customer or third parties undertake unauthorized changes to the Services supplied by BMS, and BMS has not agreed expressly in advance to the said changes, unless Customer can prove that the error is not due to the changes and the latter have not impeded the identification, analysis and rectification of the error. In the event that an error reported by Customer does not actually exist or is not caused by the Services, or BMS is otherwise not obligated to analyse or resolve the error, BMS may require Customer to pay compensation for the expenditures incurred through the analysis and other processing on a time and materials basis at BMS's then-applicable standard rates, and reimburse BMS for any additional expenses, insofar as Customer acted intentionally or negligently.

Section 5 – Subcontractors

BMS is free to engage third parties as subcontractors or vicarious agents for the provision of all Services, without prejudice to BMS's responsibility for such Services vis-à-vis Customer. The foregoing shall not limit

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any additional requirements under the DPA with respect to the onward transfer of personal data to additional processors.

Section 6 – Fees, Reimbursement of Expenditure

(1) BMS's fees for the Services are invoiced in advance for each applicable billing period of a Subscription Term based on (a) the actual number of Buildings captured in the BuildingMinds Platform during the reference period applicable to the invoiced billing period and (b) the applicable SaaS rate set out in the Contract. Unless otherwise specified in the Online Order Form, the reference period for a billing period is the immediately preceding billing period. For the first chargeable billing period following a Free Trial Period (as defined in Section 8(1) below), the Free Trial Period shall constitute the reference period for this purpose, unless otherwise specified in the Online Order Form. A "**Building**" is (i) a human-made, independently usable structure affixed to a permanent site and designed for human habitation or use, that (ii) has been captured in the BuildingMinds Platform. For optional additional Services or components available on the BuildingMinds Platform, separate price metrics may apply. The applicable billing period and SaaS rate(s) are set out in the Online Order Form. Any Free Trial Period is governed by Section 8. BMS shall have the right to monitor and analyze Customer's usage of the Services, including an analysis of Customer Building Data, as required to measure the applicable usage parameters. Upon BMS's request, Customer shall provide further information and/or documentation on Customer's BuildingMinds Platform usage necessary for a related internal audit of BMS.

(2) Not more than once per calendar year, BMS may, by unilateral notice to Customer, reasonably adjust all rates agreed in the Contract with future effect by a factor not to exceed the increase of the All-Items Harmonized Index of Consumer Prices for the European Union (27 countries) published by Eurostat (currently available at: https://ec.europa.eu/eurostat/databrowser/view/PRC_HICP_MIDX/default/table?category=prc.prc_hicp – index basis 12/2015 = 100) ("Index") in the period from the end of the month in which the Contract is concluded through the end of the most current month for which Index data is available when the notice to Customer is sent. Any rate adjustment following the first rate adjustment shall take as the base index the Index value for the most current month for which Index data is available when the previous rate adjustment notice is sent to Customer. Should the Index no longer be published, then the Parties shall agree on a new indexation clause which is permissible and which comes as close as possible to the economic purpose of the clause agreed herein. The same shall apply if the indexation clause should become invalid for any reason.

(3) Unless payment by credit card or another immediate payment method is required or selected through the Online Order Form, all invoices are due for payment within 30 (thirty) days from the date of receipt of the relevant invoice. If Customer is of the opinion that an invoice needs to be corrected, it shall notify BMS in writing within 14 (fourteen) days of receipt of the invoice, stating the nature and reason for the correction requested. Agreed invoice corrections shall be made in a subsequent or final invoice. Any agreed pre-paid fees are non-refundable and non-cancellable.

(4) Where payment by credit card is required or selected through the Online Order Form, Customer shall provide valid and current credit card details for the payment of all fees, taxes and other amounts payable

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under the Contract. By submitting the Online Order Form with credit card details, Customer authorizes BMS and/or its payment service provider to charge such credit card for all amounts due in accordance with the Contract, including recurring and/or renewal fees for Services, if applicable. Customer shall keep its credit card details current and ensure that sufficient funds or credit limits are available. If a credit card payment is rejected, reversed or otherwise not successfully completed, the relevant amount shall be deemed unpaid and due immediately, without prejudice to BMS's other rights and remedies under the Contract. BMS may use third-party payment service providers for the processing of credit card payments and related payment data.

(5) Unless expressly agreed otherwise, all prices stated are net excluding value added tax ("**VAT**"), and the respective VAT at the rate applicable upon invoicing, is payable in addition to all prices stated. Customer shall also pay all customs duties, taxes, levies and fees which are payable, either directly or indirectly, in connection with the receipt of Services in Switzerland or abroad. If Customer has a statutory duty to deduct or withhold taxes from the fees owed, Customer will increase the fees payable to BMS by the amount necessary to ensure that BMS receives a net amount which it would have received if no tax deduction or withholding had been made.

Section 7 – Term, Termination, Suspension

(1) The Contract takes effect upon BMS's dispatch of the Acceptance Email pursuant to Section 1(2). Any Free Trial Period specified in the Online Order Form is governed by Section 8 below. Unless otherwise specified in the Online Order Form, the first Subscription Term starts upon expiry of the Free Trial Period or, if no Free Trial Period applies, upon BMS's dispatch of the Acceptance Email.

(2) Unless otherwise specified in the Contract, each Subscription Term renews automatically for a successive Subscription Term of the same duration. Subject to Section 8, either Party may terminate the Contract with effect as of the end of the then-current Subscription Term by giving at least 1 (one) month's prior notice. However, where the Contract provides for a Subscription Term of 1 (one) month or less, either Party may terminate the Contract with effect as of the end of the then-current Subscription Term at any time until the last day of that Subscription Term. Ordinary termination with effect prior to the end of a Subscription Term is excluded.

(3) The right of both Parties for a termination of the Contract for cause without observing a notice period remains unaffected. Good cause shall exist in particular if circumstances occur which, taking into consideration the substance and purpose of the Contract, make it unbearable for one or both of the Parties to continue the contractual relationship. Good cause for either Party shall include in particular cases where (i) the other Party is in material breach of its obligations (e.g., non-payment of due amounts) which breach is irremediable or (where such breach is remediable) fails to remedy that breach within 4 (four) weeks after receiving a remedy notice, or (ii) the other Party suspends its payments or is subject to insolvency, bankruptcy, reorganization or similar proceedings.

(4) Fee claims for any Services performed until a termination takes effect remain unaffected and must be fulfilled on a pro rata basis together with reimbursement for BMS's expenditures incurred for the purpose of contract fulfilment, including for non-cancellable third-party services. Section 6 hereof applies accordingly.

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(5) After termination or expiration of the Contract takes effect, BMS will hold any Customer Building Data stored on the BuildingMinds Platform available for extraction by Customer for a duration of 3 (three) months. Specific extraction or retrieval support can be offered to Customer under a separate agreement.
(6) Without prejudice to any termination rights, BMS reserves the right to temporarily limit, suspend or block any Services, including access to the BuildingMinds Platform or Customer Building Data ("**Suspension**") if (i) Customer is in material breach of its contractual obligations and such breach is not remedied within 7 (seven) days after a remediation notice has been given to Customer, (ii) Customer is at least 30 (thirty) days in default with any amounts due, (iii) any other actual or suspected breach, disruption or threat requires immediate action in order to prevent the risk of (further) damage to BMS, its customers or third parties (e.g., security breaches committed or facilitated by Customer or third parties), or (iv) required to cease a violation of, or to comply with, Applicable Law or third-party rights. BMS will use commercially reasonable efforts to resume Services provision as soon as reasonably practicable after the event giving rise to a Suspension was cured. BMS shall not be liable for any damage, losses or other negative consequences that Customer may incur as a result of a legitimate Suspension.

Section 8 – Free Trial Period

(1) If specified in the Online Order Form, Customer may access and use the Services free of charge during a free trial period at the beginning of the Contract for the period specified in the Online Order Form ("**Free Trial Period**"). Unless expressly provided otherwise in the Contract, only one Free Trial Period is available per Customer. During the Free Trial Period, the Contract applies in full, except as expressly set out in this Section 8. In case of any conflict between this Section 8 and any other provision of the Contract in relation to the Free Trial Period, this Section 8 shall prevail.
(2) Notwithstanding Section 6, no fees are payable for the Services during the Free Trial Period. The Free Trial Period shall constitute a reference period solely for the purpose of determining the fees for the first chargeable billing period under Section 6. Any chargeable billing period will commence only after expiry of the Free Trial Period, unless the Contract has been terminated with effect on or before expiry of the Free Trial Period.
(3) Without prejudice to the Parties' other termination rights under the Contract, Customer may terminate the Contract with effect as of the end of the Free Trial Period at any time until expiry of the Free Trial Period. In such case, no chargeable billing period will commence.
(4) Unless the Contract has been terminated with effect on or before expiry of the Free Trial Period, the first Subscription Term and the first chargeable billing period start automatically upon expiry of the Free Trial Period and have the duration specified in the Online Order Form. If the Services are subject to a Suspension under paragraph (5) at that time, such Suspension shall not affect the start or duration of the first Subscription Term or the first chargeable billing period. Notwithstanding Section 6, unless otherwise specified in the Online Order Form or agreed between the Parties, the fees for the affected billing period shall be reduced pro rata for the period during which the Services are suspended under paragraph (5).
(5) If Customer has not provided valid payment details by the time the first chargeable billing period begins, or if the applicable payment cannot be processed at that time, BMS may, notwithstanding Section 7(6)(i)

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and (ii), apply a Suspension with immediate effect from the start of the first chargeable billing period. Such Suspension does not affect the start or duration of the Subscription Term or the applicable billing period and applies without prejudice to BMS's other rights and remedies under the Contract.
(6) Customer may remedy a Suspension under paragraph (5) by providing valid payment details and, where applicable, completing the payment process within 1 (one) month after the Suspension takes effect, unless BMS grants a longer period. Upon successful completion of such steps, BMS may reactivate the Services. Such reactivation does not affect the start or duration of the then-current Subscription Term or billing period; fees for the affected billing period shall be calculated in accordance with paragraph (4).
(7) If Customer does not remedy the Suspension within the period referred to in paragraph (6), BMS may terminate the Contract with immediate effect. The consequences of such termination shall be governed by the generally applicable provisions of the Contract, including Section 7(5).
(8) The service levels set out in the Appendix: Service Levels do not apply during the Free Trial Period, unless expressly specified otherwise in the Online Order Form. BMS may change, limit or discontinue Free Trial Periods at any time for future customers without affecting Contracts already concluded.

Section 9 – Liability

(1) BMS shall be liable, whether for breach of contract or based on tort or any other legal theory, only for damages based on intent or gross negligence.
(2) BMS shall in no case be liable for a loss of profit, loss of orders, loss of revenue, loss of anticipated savings or incurrence of futile expenses, loss of business opportunities, loss of goodwill, loss or corruption of data or information or other indirect, special or consequential damages, in each case however arising under or in connection with the Contract and even if BMS was aware of the possibility that such loss or damage might be incurred.
(3) BMS's total liability for all losses and damages under or in connection with the Contract in the aggregate, whether for breach of contract or in tort or based on any other legal theory, shall be limited to an amount equal to one hundred percent (100%) of all fees payable under the Contract for the first 12 (twelve) months after the first chargeable billing period starts; provided that if the Contract terminates before 12 (twelve) months have elapsed after the first chargeable billing period starts, the cap shall be based on the fees payable until termination takes effect.
(4) Nothing in this Section 9 shall be construed as purporting to limit or exclude BMS's liability for culpable injury to life, body or health or other liabilities that cannot be lawfully limited or excluded.
(5) Any limitation of liability under this Section 9 shall also apply for the benefit of BMS's and its subcontractors' representatives, employees or agents.
(6) Customer assumes sole responsibility for results obtained from the use of the Services by Customer, and for conclusions drawn from such use. The Services are not suitable for being integrated into autonomous and/or automated processes without involving decisions by a human. BMS shall have no liability for any damage caused by errors, gaps or omissions in any data, information, instructions or other input provided to BMS by Customer in connection with the Services, or any actions taken by BMS at Customer's direction.

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Section 10 – Intellectual Property

(1) Each Party shall remain the full owner of its Intellectual Property Rights, unless explicitly specified otherwise in this Section 10 or the Contract. "**Intellectual Property Rights**" are all industrial property rights, such as patents, trademarks and designs, as well as database rights and proprietary rights in domain names, related goodwill, the right to sue for passing off and/or unfair competition, copyrights and ancillary copyrights, whether capable of registration or not, positions particularly protected, either legally or de facto, in relation to an item, such as business secrets, expectancy rights to and applications for all of the foregoing, rights of use in all of the foregoing, and similar exclusive rights irrespective of any jurisdiction throughout the world.

(2) For the purpose of, and to the extent necessary for, receiving Services in accordance with their intended use and as otherwise contractually agreed, BMS hereby grants Customer during the Subscription Term and any Free Trial Period a limited, revocable, non-exclusive, worldwide, non-transferable and non-sublicensable use right in BMS's Intellectual Property Rights that exist in those parts of the BuildingMinds Platform that Customer is allowed to access and use in the ordinary course of reception of Services under the Contract ("**SaaS License**"). The SaaS License includes in particular the web application, frontend, APIs and any provided materials (such as user documentation), but no direct access to the back-end, data bases or algorithms.

(3) Customer hereby grants BMS the following "**Customer Data License**": For the purpose of, and to the extent necessary for, providing Services, including operating the BuildingMinds Platform, and a structured post-contractual winding-up of the Services provision in accordance with the Contract, BMS receives a limited, non-exclusive, worldwide, non-transferable use right in Customer's Intellectual Property Rights that exist in the Customer Data. "**Customer Data**" shall mean Customer Building Data and any other data, information and content that is uploaded to the BuildingMinds Platform or otherwise transferred from, or made accessible by, Customer to BMS, including the results of its processing on the BuildingMinds Platform or BMS's other IT systems. The Customer Data License is sub-licensable to BMS's subcontractors who are involved in technical services, in particular operation and maintenance of the BuildingMinds Platform, strictly to the extent necessary for that purpose. The Customer Data License expires 6 (six) months after termination of the Contract, unless the Parties conclude a successor agreement or agree otherwise.

(4) Customer is aware and acknowledges that operating the BuildingMinds Platform may include overall monitoring and analysis of BuildingMinds products and services and their use, inter alia for ensuring product and service quality, gaining further insights in BuildingMinds products and services and their use and improvement thereof (e.g., by training of AI algorithms), furthering, introduction of new features and further development of BuildingMinds products and services for the benefit of all customers. Against that background, and without any prejudice to Customer's full ownership in Customer Data, it is agreed that the Customer Data License includes the use of Customer Data without relation to individual customers for Services-related analytics and statistics, further development and furthering of BuildingMinds products and services and the other purposes described above. Any results and new data that are acquired on such basis are "**Analytics Data**". Ownership in any rights in Analytics Data shall vest exclusively with BMS, and BMS shall be free to use and further adapt Analytics Data in all known forms of use and without restriction in terms

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of transferability, sublicenses, time, place or manner. BMS's free use of Analytics Data shall be unaffected by expiration of the Customer Data License. To the extent Analytics Data become part of BMS's Services to Customer, Customer may use them under the SaaS License.

(5) Customer grants to BMS an unlimited, irrevocable, perpetual, non-exclusive, worldwide, fully transferable and sub-licensable right to use in all known forms any feedback and any enhancement suggestions provided by Customer to BMS, in particular regarding the BuildingMinds Platform or other products and services of BMS or its Affiliates.

(6) For the avoidance of doubt, BMS is and shall remain the sole owner of all Intellectual Property Rights in the BuildingMinds Platform and its other standard products and services and all innovations, work products, copies of, and modifications, adaptations and additions to the same regardless of who made them. If by operation of law any Intellectual Property Rights associated with the aforementioned objects are acquired by Customer, Customer shall transfer these rights to BMS or, if and to the extent that this is not permitted by law (e.g., in certain jurisdictions in the case of copyrights), shall grant BMS exclusive, irrevocable, fully transferable and sub-licensable rights of use (including editing and making them publicly available), unrestricted in terms of time, territory and manner.

(7) Both Parties shall ensure with regard to their personnel and any third parties involved on their respective side that a grant and/or transfer of rights as stipulated in this Section 10 is also effected, if such rights originate with, or are acquired by, such personnel or third parties.

Section 11 – Confidentiality

(1) "**Confidential Information**" is deemed to include all of the following, regardless of its form (e.g., orally, electronically or in writing), its labelling or designation as confidential or secret and the date of its exchange, whether before or after the date of the Contract:

a) All business secrets as well as all business, technical, financial, legal or organizational information or data relating to the other Party and/or its Affiliates or their respective businesses (including planned actions) which is provided or otherwise made available to a Party or its Representatives (as defined below) in connection with the Contract or its performance, in particular information on products or services, business, communications or marketing strategies, procurement, development, production, fulfilment, potential or actual customers, business structures or processes, security measures, pricing, revenue, costs, financial planning or staff as well as other know-how, including algorithms and data;

b) All information received through Reverse Engineering; and

c) All drafts, extracts, summaries, correspondence and other materials, information and data, including copies, that contain, reflect or are derived from items specified in a) and b) above.

(2) Each Party (in such capacity, the "**Recipient**") agrees to keep Confidential Information of the other Party (in such capacity, the "**Discloser**") in accordance with this Section 11 confidential, to protect it from unauthorized access and use by anyone other than the Parties themselves ("**Third Parties**") and to use and reproduce it only to the extent necessary for the purposes of the Contract or as otherwise permitted under the Contract. The Recipient shall take all appropriate measures to treat Confidential Information in strict confidentiality, including reasonable and then current technical and organizational security measures, that

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may not fall short of measures and precautions that the Recipient takes to protect its own comparable confidential information and the standard usual in the Recipient's industry. Only channels, systems and locations secured against access of unauthorized persons shall be used for the transmission, filing and storage of Confidential Information. Access to Confidential Information by the respective employees, directors and officers of the Recipient shall be restricted to those persons who reasonably and specifically need this information to work in their area of responsibility in connection with the Contract ("**Need-to-Know**") and shall be subject to customary confidentiality obligations.

(3) The obligations pursuant to this Section 11 shall not apply to information that:

a) is generally available in the public domain at the time of disclosure or becomes generally available in the public domain after that date other than through a breach of the Contract;

b) is expressly and specifically identified in writing as non-confidential by the Discloser;

c) is already known by the Recipient at the time of disclosure and, as far as the Recipient is aware after reasonable inquiry, is not subject to any confidentiality obligation towards the Discloser or its Affiliates;

d) is lawfully obtained by the Recipient, on a non-confidential basis, from a Third Party unrelated to the Discloser that, as far as the Recipient is aware after reasonable inquiry, has the unrestricted right to disclose the information to the Recipient;

e) is independently developed by the Recipient without use of, or reference to, any information or items disclosed under the Contract; or

f) must be disclosed under mandatory law or in response to an enforceable court or public authority order (in such case, the Recipient shall inform the Discloser of the (prospective) disclosure requirement without undue delay and give it the opportunity to take actions against the disclosure, and shall support it in protecting the Confidential Information as far as possible).

(4) The Recipient may disclose Confidential Information on a Need-To-Know basis to the following persons ("**Representatives**"): (i) the Recipient's Affiliates, (ii) the Recipient's or its Affiliates' directors, officers, employees, advisors and other subcontractors, and (iii) other Third Parties subject to the explicit prior written consent of the Discloser, provided that any such Representative has been made aware of the confidential nature of such Confidential Information and is bound in relation thereto by professional or other (statutory or contractual) confidentiality obligations comparable with those under the Contract. The Recipient shall ensure that its Representatives fully comply with the confidentiality obligations pursuant to the Contract (in the same manner as if such obligations had been directly assumed by them), and the Recipient shall be fully liable for any culpable breach of these confidentiality obligations by them.

(5) Upon the Discloser's request and, at the latest, upon termination of the Contract, the Recipient shall either promptly delete or return and then delete all Confidential Information, or cause its return or deletion. Without prejudice to the foregoing, Confidential Information may be retained to the extent and for as long as required under Applicable Law or the Contract, and electronic copies of Confidential Information created in the course of standard electronic back-up procedures may remain stored in accordance with customary data retention policies, provided that no attempt is taken to access it; the provisions of this Section 11 apply to such Confidential Information until its complete deletion. BMS can fulfil its requirement to return Customer's Confidential Information by making it available for extraction on the BuildingMinds Platform.

(6) The confidentiality obligations of this Section 11 expire 5 (five) years after the end of the Contract.

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Section 12 – Data Protection

(1) The Parties will comply with all laws and regulations for protection of personal data applicable to them.
(2) With respect to Services requiring the processing of personal data by BMS on behalf of Customer, acting as data controller, Customer hereby appoints BMS as data processor. To the extent BMS processes personal data on behalf of Customer, the provisions of the DPA (Appendix: Data Processing Agreement) apply and are deemed incorporated into the Contract. When executing its instruction rights as data controller, Customer will ensure that there is a legal basis for the processing of personal data by BMS.
(3) Customer's instructions as data controller are generally implemented in the Contract, including the DPA. Subsequent instructions are given through the use of configuration options of the Services. Should additional instructions or requests issued by Customer based on the DPA, or the exercise of rights under the DPA by Customer (e.g., objections to sub-processor changes, requests to assist in complying with obligations under Art. 32 to 36 GDPR, requests to assist in answering data subject enquiries or requests to enable Customer audits), require implementation efforts of BMS outside of the standard scope of the Services, Customer shall separately compensate any such additional effort on a time and materials basis at BMS's then-applicable standard rates, and reimburse BMS for any additional expenses. This compensation and reimbursement obligation of Customer does not apply to the extent the instruction, request or exercise of rights became necessary due to BMS's breach of Applicable Law or the Contract.
(4) In the event of a breach of the DPA, the applicable liability provisions of the Contract shall apply.
(5) Should the DPA be terminated for any reason, Customer shall ensure that no personal data is provided to BMS for processing on behalf of Customer as long as no new data processing agreement between the Parties is in place.

Section 13 – Advertising Rights

BMS is entitled, during and also after the term of the Contract, to use the cooperation with Customer for advertising and marketing purposes worldwide, in particular to name Customer on all online and offline communication channels as contractual partner (including adequate use of Customer's name, brands and company logos for this purpose) and to name the joint project, for as long as Customer does not object in writing for business reasons. The Parties are free to agree on joint marketing measures.

Section 14 – Force Majeure

"**Force Majeure**" means the occurrence of unforeseeable, extraordinary circumstances, which are not rooted in any Party's sphere and which, despite all reasonable care, a Party cannot prevent, including, e.g., interruptions to business, natural disasters, epidemics, pandemics, war, acts of terrorism, riots, change in Applicable Law, interference by government authorities, strikes or lockouts, disruptions of third-party information technology, telecommunication, energy supply and other systems, networks or devices. Should either Party be prevented from lawfully fulfilling its obligations through Force Majeure, the respective performance obligations shall be suspended, any service levels shall not apply, any dates agreed shall be postponed for a reasonable period of time, and the other Party shall be released to such extent from any corresponding fee payment obligations on a pro rata basis.

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Section 15 – Miscellaneous

(1) The assignment of rights under the Contract requires the prior written consent of the respective other Party. This does not apply to the assignment of payment claims.
(2) Each Party may only set off against claims of the other Party under the Contract if its own claims are undisputed or finally settled by court.
(3) Amendments of the Contract, including this clause, as well as termination notices and other notifications thereunder must be made in writing. Written form shall be deemed fulfilled in case of a signed copy of the relevant document (including its separate counterparts), its transmission by way of telefax, use of digital signatures (e.g., via DocuSign), email or other electronic format, in each case with an attached or embedded PDF or other image file format copy. Notwithstanding the foregoing, any termination, cancellation or other action performed by Customer through dedicated subscription management functionalities of the BuildingMinds Platform shall be deemed to satisfy any applicable form requirements of the Contract.
(4) Oral or written side agreements have not been concluded. In particular, no general purchase conditions of Customer apply, even if reference is made to them in an order of Customer and BMS does not object.
(5) The Contract and all use of the Services is governed by the laws of Switzerland to the exclusion of the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
(6) The place of fulfilment is at BMS's seat. The ordinary courts of the city of Zurich, Switzerland shall have exclusive jurisdiction for any disputes arising under or in connection with the Contract.
(7) If individual provisions of the Contract are or become invalid or unenforceable, this does not affect the validity of the remaining provisions. The Parties shall endeavour to replace the invalid or unenforceable provision with a provision which fulfils the contractual aim as well as possible from a legal and economic point of view. The same applies in case of a contractual gap.

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