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Appendix: Service Levels

Preamble

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, BuildingMinds Platform services in a Software-as-a-Service model, in particular access to, and use of, certain components of the BuildingMinds Platform, and related support services ("**BuildingMinds Platform Services**"), as well as further related individual services, including consulting and integration services ("**Professional Services**" and together with BuildingMinds Platform Services, "**Services**"). BuildingMinds Platform Services are provided to Customer by BMS or one of its affiliates (the entity providing these services hereinafter "**BuildingMinds**") under a subscription agreement, e.g., an individual agreement for BuildingMinds Platform Services under a master services agreement, an order for BuildingMinds Platform Services, or an individually negotiated contract for BuildingMinds Platform Services (such a contractual basis hereinafter, a "**Subscription Agreement**").

1. Applicability and Subject Matter

This Appendix ("**SLA Appendix**") to the Subscription Agreement sets out certain availability service levels of the BuildingMinds Platform. This SLA Appendix applies exclusively to the Software-as-a-Service use of the BuildingMinds Platform solutions, modules and features as set out in, and in scope of, the Subscription Agreement. It does not apply to any additional BuildingMinds Platform Services that BuildingMinds may offer to Customer as add-ons on the terms and in the scope set out in the Subscription Agreement ("**Add-Ons**") or any other portions of Services, including any Professional Services.

2. Definitions

Specifically for this SLA Appendix, the following definitions shall apply:

"**Actual Service Availability**" means the percentage of time that the BuildingMinds Platform was Available during a calendar month, as calculated pursuant to Section 3 (3) below.

"**Availability**" or "**Available**" means that the BuildingMinds Platform is accessible for Customer's use at the BuildingMinds Delivery Point.

"**BuildingMinds Delivery Point**" is the interface between the data centre infrastructure used by BuildingMinds and the internet.

"**Downtime**" means the total number of minutes in a calendar month, in which the BuildingMinds Platform is not Available.

"**Excluded Events**" means Customer's inability to access the BuildingMinds Platform at the BuildingMinds Delivery Point, or any other interruption or shutdown of the BuildingMinds Platform due to one or several circumstances or events in accordance with Section 4 below.

"**Maximum Available Minutes**" means total number of minutes in a calendar month.

"**Scheduled Downtimes**" means the total number of minutes in a calendar month during which the BuildingMinds Platform is not Available due to scheduled or pre-announced service or system maintenance in accordance with Section 3 (2) below.

"**Unplanned Downtimes**" means the total Downtime, excluding Scheduled Downtimes and any time during which the BuildingMinds Platform is not Available due to an Excluded Event.

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3. Availability Service Level

(1) BuildingMinds strives to provide Customer with access to the BuildingMinds Platform 24 hours a day, 7 days a week, subject to limitations set out in the Subscription Agreement.

(2) BuildingMinds reserves the right for Scheduled Downtimes as maintenance windows for regular, predictable maintenance and other works that have to be performed in order to ensure or improve the functioning of the BuildingMinds Platform. BuildingMinds will:

a) Announce Scheduled Downtimes to Customer at least 48 (forty-eight) hours in advance;
b) Use best efforts so that Scheduled Downtimes will normally not exceed 8 (eight) hours in a calendar month; and
c) Use best efforts to limit Scheduled Downtimes to times outside following usual working hours, but may deviate from such if technically necessary: Monday – Friday, 9 AM to 6 PM (GMT+1), that are no public holidays in Berlin, Germany.

(3) The Actual Service Availability per calendar month is calculated as follows:

$$\frac{\text{Maximum Available Minutes} - \text{Unplanned Downtimes}}{\text{Maximum Available Minutes}} \; x \; 100$$

(4) If the Actual Service Availability falls below the respective percentage rates indicated below, Customer is eligible for the following amount ("**Service Credit**"), which is based on the specified percentage rate of Customer's (as the case may be, *pro-rated*) fees for BuildingMinds Platform Services in the affected calendar month, and shall be credited against the BuildingMinds Platform Services fees of the billing period (set out in the Subscription Agreement) that follows the billing period in which BuildingMinds verified and confirmed the Service Credit to Customer, subject to Customer's compliance with the Subscription Agreement:

Actual Service Availability	Service Credit
< 99.5%	10%
< 99%	15%

(5) If Customer is of the opinion to be entitled to a Service Credit and in order to initiate the verification and claims procedure, Customer shall submit a claim for a Service Credit to BuildingMinds exclusively through the following procedure: email to BuildingMinds' contact person notified by BuildingMinds to Customer. In order for BuildingMinds to consider a Service Credit claim, Customer shall submit all information necessary for BuildingMinds to validate the claim, including but not limited to (i) a detailed description of the incident constituting the Unplanned Downtime; and (ii) information regarding the time and duration of the Unplanned Downtime.

(6) Claims for Service Credits need to be made by Customer within 1 (one) calendar month for the previous calendar month, at the latest, *i.e.* if a Service Credit accrued for the calendar month December, Customer shall submit its related claim to BuildingMinds by January 31, at the latest.

(7) Service Credits are the sole remedy for any performance or availability issues for the BuildingMinds Platform Services under the Subscription Agreement, 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. Irrespective of the number of BuildingMinds Platform solutions, modules and its other portions in scope of the Subscription Agreement and affected by an Unplanned

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Downtime, Customer may only make one Service Credit claim in the affected calendar month. Customer may not unilaterally offset the BuildingMinds Platform Services fees for any performance or availability issues.

4. Excluded Events

This SLA Appendix and any service levels herein shall not apply to the following circumstances or events:

a) Any network, system or device failure or connection problem external to the BuildingMinds Delivery Point;
b) The use of services, hardware, or software not provided or certified by BuildingMinds, including inadequate bandwidth;
c) Customer's use of the BuildingMinds Platform Services after BuildingMinds has advised Customer to modify its use in accordance with the Subscription Agreement, if Customer did not modify as advised;
d) 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;
e) 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;
f) BuildingMinds' implementation of Customer's instructions or Customer's unauthorized changes to the BuildingMinds Platform Services;
g) The use of BuildingMinds Platform Services in a manner inconsistent with their features or functionality (e.g., attempts to perform operations that are not supported), inconsistent with BuildingMinds' published guidance or outside the scope of the Subscription Agreement;
h) Faulty input, instructions, or arguments (e.g., requests to access files that do not exist);
i) Attempts to perform operations that exceed prescribed quotas, place otherwise undue strain on the BuildingMinds Platform or BuildingMinds' other IT systems or that resulted from BuildingMinds' throttling of suspected abusive behaviour;
j) Events caused by force majeure, i.e., the occurrence of unforeseeable, extraordinary circumstances, which are not rooted in the sphere of BuildingMinds or Customer and which, despite all reasonable care, BuildingMinds or Customer cannot prevent, including, e.g., interruptions to business, natural disasters, pandemics, war, acts of terrorism, riots, interference by government authorities, strikes or lockouts, disruptions of third-party information technology, telecommunication, energy supply and other systems, networks or devices;
k) Events that result from failures in a single data center location used by BuildingMinds, when provision of BuildingMinds Platform Services is agreed to be dependent on that location in a non-geo-resilient manner;
l) BuildingMinds Platform Services in scope of a 'Preview' that BuildingMinds may offer to Customer at its full discretion and that may comprise the use of new components or versions of the BuildingMinds Platform as a preview, pre-release, beta or trial version;
m) BuildingMinds Platform Services in scope of an Add-On; or
n) Events that occur due to Customer's use of services that are outside of the scope of the Subscription Agreement.

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