Version: 27th October 2026

Appendix: Support Services

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. Purpose

Based on the belief that for maximizing the benefits of the BuildingMinds Platform for customers, a comprehensive and efficient support offering is essential, this Annex ("**Support Annex**") establishes applicable terms for the provision of related support services to Customer ("**Customer Support**"). This Support Annex applies exclusively to the Software-as-a-Service use of the BuildingMinds Platform as set out in the Subscription Agreement. It does not apply to any other portions of Services, including any Professional Services.

2. Scope of Customer Support

(1) Through Customer Support, BuildingMinds provides tips to improve user experience as well as expert level and troubleshooting guidance on questions and issues arising from the following BuildingMinds Platform-related Customer activities: (i) BuildingMinds Platform configuration issues, (ii) BuildingMinds Platform standard and intended usage issues, (iii) assistance with new generally available versions of the BuildingMinds Platform and related feature changes. Furthermore, Customer Support includes user documentation to empower Customer to feel confident and self-sufficient in reaching its objectives with the BuildingMinds Platform. In addition, Customer may submit to BuildingMinds' Customer Support team ideas and suggestions on improvement of existing as well as introduction of new BuildingMinds Platform features or functions, that would help to solve Customer's specific use cases faster or more comfortable and, thereby, to increase user friendliness of the BuildingMinds Platform and customer value.

(2) Responses to Customer Support requests are provided based on the Severity Level (as defined below) within the following service hours ("**Service Hours**"): Monday – Friday, 9 AM to 6 PM (GMT+1), excluding public holidays in Berlin, Germany.

3. Access to Customer Support

(1) Customer may access Customer Support through several channels that BuildingMinds is free to change, replace or remove at its full discretion, currently the following, in each case free from any time limitations:

a) "Get Support" form accessible via user menu within the BuildingMinds Platform;
b) Support Portal; and
c) Email: support@buildingminds.com.

(2) The BuildingMinds Platform Services module "Tenant insights" does not provide for a direct Customer Support access. Users that have access to the BuildingMinds Platform Services module

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“Tenant insights” only (Customer’s tenants) need to direct any Customer Support requests via a user of another BuildingMinds Platform Services module.

4. Support Requests

(1) Before contacting BuildingMinds’ Customer Support team to report issues relating to the BuildingMinds Platform, Customer is expected to make reasonable attempts to verify that the issue is reproducible. When contacting BuildingMinds’ Customer Support team on such issues, Customer shall provide as detailed and comprehensive information and data as reasonably possible, since more detailed information supports BuildingMinds to investigate and address an issue faster. Customer shall in particular provide:

a) Customer’s company name, requestor’s name, phone number and email address;
b) Indication whether the request relates to a new or an existing case, including BuildingMinds’ case number in case of an existing case;
c) Precise description of the issue necessary for BuildingMinds to analyze and address it, including (i) required steps to reproduce the issue and the relevant data necessary for it; (ii) applicable BuildingMinds Platform system output related to the issue, including exact wording of all issue-related error messages, (iii) specific circumstances surrounding discovery of the issue (e.g., occurrence after a specific event, input or action), (iv) any additional information requested by BuildingMinds;
d) Consequences of the issue, including business impacts on Customer; and
e) Suggested Severity Level (as defined below).

(2) When contacting BuildingMinds’ Customer Support team to provide a suggestion for the improvement of existing as well as new BuildingMinds Platform features or functions, Customer shall provide:

a) Customer’s company name, requestor’s name, phone number and email address;
b) Precise description of the suggestion, including the business problem that the suggestion is intended to address and details as to how the improvement will impact Customer’s work;
c) Estimate of the expected positive business impact on Customer if suggestion is implemented (“nice-to-have” / “medium” / “significant improvement”); and
d) Estimate as to how often the improved or new BuildingMinds Platform feature or function is expected to be used (daily use / occasional use / rare use).

5. Support Request Response

(1) Once a Customer Support request is received, a Customer Support ticket will be created, a case number will be communicated to requestor, a Severity Level (as defined below) will be set, the request will undergo initial validation and BuildingMinds will respond to the request with the objective to meet the Response Targets (as defined below). BuildingMinds’ Customer Support team may also contact Customer for additional information, clarifications, screen sharing or provision of screen shots, if e.g., required for further analysis, troubleshooting, resolution and/or validation. For issues relating to BuildingMinds Platform Services in scope of a Preview, the highest Severity Level that may be set is Severity Level 3 – Medium (as defined below). By way of a “**Preview**”, BuildingMinds may offer to Customer at its full discretion the use of new components or versions of the BuildingMinds Platform as a preview, pre-release, beta or trial version.

(2) In case of reported issues relating to the BuildingMinds Platform, BuildingMinds will apply reasonable commercial efforts to resolve the incident and/or provide related direction and assistance to Customer (including suggested work-arounds or other mitigation measures). BuildingMinds will close the case when it reasonably considers the issue to be sufficiently addressed or to be out of the Customer Support scope.

(3) For suggestions on improvement of existing as well as new BuildingMinds Platform features or functions, BuildingMinds will set the Severity Level 4 – Low (as defined below). For the avoidance of doubt, the corresponding Response Target (as defined below) is an objective for a first related response

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to Customer. After the initial validation, Customer's request will be passed on to BuildingMinds' Product Management team for further evaluation against BuildingMinds' internally set criteria. The final evaluation and decision on whether and in which form a suggestion can be implemented, will be done during BuildingMinds' internal development cycles and is at BuildingMinds' sole discretion. While BuildingMinds appreciates and values all customer input, not all individual requests can be implemented. BuildingMinds can neither provide an expected timeframe for the related decision nor make any commitments as to the implementation of any suggestions. In case a request cannot be implemented in the foreseeable future, Customer will be notified accordingly. In case the evaluation of a Customer suggestion has a positive result, it will be included in the BuildingMinds Platform release planning cycle and the feature or function will be included in the release notes, once available.

6. Customer Support Limitations

(1) The following are explicitly not part of Customer Support:

a) On-site support or remote access services, unless agreed otherwise in writing as part of additional Professional Services or unless BuildingMinds requests remote access to assist BuildingMinds in understanding and/or remedying an issue;
b) Performance of BuildingMinds Platform customizations;
c) Data management, data retrieval, data file copying or distribution, administration and other routine operational tasks;
d) Issues related to occurrences beyond the BuildingMinds Delivery Point ("**BuildingMinds Delivery Point**" is the interface between the data centre infrastructure used by BuildingMinds and the internet);
e) Issues related to the use of services, hardware, or software not provided or certified by BuildingMinds, including issues resulting from inadequate bandwidth;
f) Issues caused by Customer's use of 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;
g) Issues resulting from Customer's unauthorized action or lack of action when required;
h) Issues resulting from 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;
i) Issues resulting from BuildingMinds' implementation of Customer's instructions or Customer's unauthorized changes to the BuildingMinds Platform Services;
j) Issues resulting from Customer's use of the 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;
k) Occurrences due to Customer's use of features that are outside of the Subscription Agreement's scope; and
l) Responses of BuildingMinds' Customer Support team outside the Service Hours.

(2) Customer may separately purchase Professional Services for a fee. Such Services may include:

a) Data onboarding;
b) Custom integration;
c) On-site services based on Customer requirements;
d) Additional training sessions;
e) Consulting services through short term projects related to scaling and enhancing within the BuildingMinds Platform and ecosystem;
f) BuildingMinds Platform customizations;
g) Process improvements; and
h) Handling of incidents that fall outside the scope of Customer Support.

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7. Severity Levels and Response Targets

BuildingMinds will strive with commercially reasonable efforts to prioritize its work on reported issues, suggestions and other requests and allocate its Customer Support resources depending on its assessment of the severity of the request, in accordance with the following severity level categories ("**Severity Levels**") and to respond to requests within the following Response Targets:

Severity Level	Definition	Response Target**
1 - Very High	BuildingMinds Platform (Production Environment*) functionality is completely unavailable or the situation requires for other reasons immediate attention. Example scenarios: (i) BuildingMinds Platform is not accessible or not usable; or (ii) suspected security breach.	4 hours***
2 - High	BuildingMinds Platform (Production Environment*) functionality is severely limited, resulting in the prevention of key operations. The situation requires urgent attention. Example scenarios: (i) critical BuildingMinds Platform Service unavailable; or (ii) significant degradation of BuildingMinds Platform performance.	8 hours***
3 - Medium	BuildingMinds Platform (Production or Staging Environment*) is impaired, single function(s) is/are impacted but key business processes are not interrupted. Example scenarios: (i) minor degradation of BuildingMinds Platform performance; or (ii) single user issues.	24 hours***
4 - Low	Any other requests, including minor loss of BuildingMinds Platform (Production or Staging Environment*) functionality and minor inconvenience to Customer, "how-to" questions, suggestions, feedback, requests for guidance and information and any other request outside the Severity Levels 1 through 3. Example scenarios: (i) documentation questions; or (ii) UI issues.	80 hours***

* "**Production Environment**" is the setting of the BuildingMinds Platform in which it is put into operation for its intended use by customers for daily business operations. "**Staging Environment**" is the setting of the BuildingMinds Platform that is a nearly exact replica of the Production Environment for testing purposes (e.g., data upload testing). It is not intended for use by customers for daily business operations.

** "**Response Target**" is the target timeframe to acknowledge Customer's issue in a non-automated way. It is measured from the time an incident record is created by BuildingMinds, until the time that Customer is advised its problem has been received and is being addressed.

*** Any Response Targets run only during Service Hours.

8. Escalation Process

BuildingMinds is always striving to achieve the best customer experience possible. However, BuildingMinds also understands that in some cases customer expectation may not be met. In case Customer is dissatisfied with the support experience or does not receive a satisfying response to the reported problem within a reasonable timeframe, it may directly escalate its case and directly approach BuildingMinds through the governance structure set out in the Subscription Agreement.

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