Version: October 27, 2026

Appendix: Framework Terms and Conditions

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

(1) BuildingMinds Schweiz AG ("**BMS**" **or** "**Contractor**") develops and operates a cloud-based platform for the real estate industry ("**BuildingMinds Platform**") and provides, or instructs any of its Affiliates to provide, on the basis of separate orders, 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**"). "**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) Pursuant to the Order for Framework Agreement, into which these Framework Terms and Conditions ("**Framework Terms and Conditions**") are incorporated by reference, BMS enters with Customer (identified as such in the Order for Framework Agreement) into the Framework Agreement (as defined in the Order for Framework Agreement) that sets out the general legal framework for the provision of Services that Customer may order through respective Orders for BuildingMinds Platform Services and/or Professional Services (each, a "**Service Order**").

(3) Duties to perform Services and to pay related fees only arise under the respective BuildingMinds Platform Services Agreements ("**SaaS Agreements**") and Professional Services Agreements ("**PS Agreements**" and together with the SaaS Agreements, "**Service Agreements**") that may be concluded through mutually signed Service Orders (all Service Agreements together with the Framework Agreement, "**Contract**"). BMS may either itself enter, or instruct any of its Affiliates to enter, into a Service Agreement with Customer. The relevant contracting party of Customer is identified in the relevant Service Order as Service Contractor.

(4) The terms of the Framework Agreement (including these Framework Terms and Conditions), as may be amended from time to time by its parties (the "**Parties**"), apply to and are hereby incorporated by reference in their respective applicable/amended form into each Service Agreement. This is also the case if such a Service Agreement should not make express reference to the Framework Agreement, be concluded separately from, or subsequently to, the Framework Agreement and/or by an Affiliate of BMS.

(5) In case not BMS, but an Affiliate of BMS enters into a Service Agreement and for the sole purpose of such Service Agreement, the following shall apply: (i) its parties shall be deemed to be understood as Customer and Contractor, and together, the Parties, within the meaning of the Framework Agreement, and (ii) the Contract shall be composed of the Framework Agreement and those Service Agreements that Customer and such BMS Affiliate have concluded or have expressly incorporated by reference into their relevant Service Agreement(s). For the avoidance of doubt, if any provision of the Framework Agreement is amended during the term of a Service Agreement whose parties are not identical to the Parties of the Framework Agreement, the amended Framework Agreement shall also apply to such Service Agreement.

(6) Service Orders may incorporate by reference Attachments (as defined in the Service Order), including by providing corresponding URLs (Uniform Resource Locators) to online versions of such Attachments. Unless provided otherwise in the Contract, Attachments referenced through URLs are incorporated in the most current version available through the corresponding URL at the time of conclusion of the relevant Service Agreement through the related Service Order.

© BuildingMinds. All rights reserved.

(7) Terms defined in the Framework Agreement but not in the Service Agreements shall have the meaning given to them in the Framework Agreement. In case of contradictions between provisions of a Service Agreement and the Framework Agreement, the latter prevails, unless the relevant parties have expressly agreed on a divergence from a specified provision of the Framework Agreement in the Service Agreement. In case of contradictions between provisions of the main part of a Service Order and any of its Attachments, the Attachments prevail, unless the relevant parties have expressly agreed on a divergence from a specified provision of an Attachment in the main part of the relevant Service Order.

(8) Contractor offers no contracts or services to consumers. Unless explicitly provided otherwise in a Service Agreement, BuildingMinds Platform Services and Professional Services are services provided under a simple mandate agreement in the sense of Sections 394 *et seqq.* Swiss Code of Obligations (OR).

(9) Nothing in the Contract constitutes a commercial agency under any Applicable Law, unless the Contract explicitly states otherwise. 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 – BuildingMinds Platform Services

(1) Contractor provides to Customer the BuildingMinds Platform Services in a Software-as-a-Service model for the Subscription Term (as further set out in Section 7 (1) below) and in accordance with the scope agreed in a SaaS Agreement. The BuildingMinds Platform 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 (e.g., geographies, buildings, building structures, equipment, building-related transactions, certificates, resource consumption and emissions; all such data provided or made accessible by Customer to Contractor, in particular through the use of the BuildingMinds Platform, including results of processing of such data through the BuildingMinds Platform, "**Customer Building Data**").

(2) BuildingMinds Platform Services provided to Customer will only include the use of those components of the BuildingMinds Platform (e.g., solutions, modules, features and/or add-ons) and related support services that are explicitly set out in a SaaS Agreement.

(3) Customer may access and use the BuildingMinds Platform Services (including any APIs (Application Programming Interfaces)) offered by the BuildingMinds Platform to connect it with certain Customer systems and applications) only during the Subscription Term of a SaaS Agreement, only in accordance with the services' intended use and, save as and to the extent expressly provided otherwise in a SaaS Agreement, only for Customer's internal business purposes. In any case, Customer and any user whom Customer provides or facilitates access to the BuildingMinds Platform Services shall, in particular, not (i) integrate or cause third parties to integrate BuildingMinds Platform Services or portions thereof into any other products or services, (ii) resell or market or cause third parties to resell or market any BuildingMinds Platform 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 BuildingMinds Platform Services.

(4) Any BuildingMinds Platform Services are solely provided to Customer and the provision of user access to the BuildingMinds Platform Services shall not establish any contractual relationship between Contractor and such users, also no contract for the benefit of third parties. Contractor 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 right 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 the following categories of users to use the BuildingMinds Platform Services in accordance with the Contract: individuals at Customer, Customer's Affiliates or Customer's contractors (e.g., service providers or other suppliers) that in each case, save as and to the extent expressly provided otherwise in a SaaS Agreement, require the use only for Customer's internal business purposes. As between Customer and Contractor, Customer shall be responsible for all acts and omissions of all users whom Customer

© BuildingMinds. All rights reserved.

provides or facilitates access to the BuildingMinds Platform 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 BuildingMinds Platform Services, and shall cause them to comply with such provisions.

(5) Contractor continuously develops and improves the BuildingMinds Platform and related support services for all customers in accordance with new technical developments and market requirements. Contractor is free to introduce new BuildingMinds Platform components (e.g., solutions, modules, features and/or add-ons), 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 BuildingMinds Platform Services accordingly. The Service Order for SaaS Agreement sets out the URLs to Contractor's standard descriptions of the BuildingMinds Platform Services incorporated into the SaaS Agreement. These service descriptions may be amended by Contractor from time to time through updates made available at the aforementioned URLs, which thereby become part of the relevant SaaS Agreement. Contractor 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 Contractor's free discretion or offered for purchase in a SaaS Agreement.

(6) Contractor 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**"). BuildingMinds Platform 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 Contractor as part of Customer's use of any Preview Services. Contractor may make Previews subject to additional terms when making them available. Contractor 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 BuildingMinds Platform Service.

(7) Without prejudice to paragraph 5 above, Contractor 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) Contractor will hold the BuildingMinds Platform available in accordance with the service levels as set out in the relevant SaaS Agreement. If Contractor fails to meet such service levels, Contractor shall credit to Customer the respective amounts specified in a SaaS Agreement ("**Service Credits**"), subject to the terms of such SaaS Agreement. Service Credits are the sole remedy for any performance or availability issues for the BuildingMinds Platform Services under the SaaS 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.

(9) Contractor 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 available at: https://buildingminds.com/buildingminds-platform-terms-of-use and may be amended by Contractor from time to time through updates made available at the aforementioned URL. The Terms of Use, as updated, are incorporated by this reference in the Contract except to the extent that any term in the Terms of Use conflicts with any term of the Contract (in which case, the term of the Contract shall govern). Customer shall ensure that all users whom Customer provides or facilitates access to the BuildingMinds Platform comply with such Terms of Use.

Section 3 – Professional Services

(1) Contractor provides to Customer Professional Services to the extent that the Parties agree on specific Professional Services in a PS Agreement that the Parties may conclude.

© BuildingMinds. All rights reserved.

(2) The responsibility for project management and coordination with other contractors of Customer as well as the risk that the defined project objectives are not fit for the individual purpose intended by Customer lies with Customer.

(3) Contractor will provide the Professional Services and create and/or deliver the Work Results (as defined in Section 10 (6) below) expressly agreed in the PS Agreement in accordance with the specifications set forth in the PS Agreement. Contractor may, in the context of the Professional Services, propose further developed or detailed specifications. If Contractor for this purpose creates, proposes or amends a concept, design, requirement or specification for Work Results, and this is confirmed by Customer, the agreed requirements with respect to such Work Result shall from such confirmation onwards be limited to those documented in the respective new or amended concept, design, requirement or specification. Any other changes to the scope of the Professional Services require an amendment in accordance with Section 15 (3) below.

(4) Unless expressly agreed otherwise in a PS Agreement, all dates and other estimates listed there and elsewhere are indicative and non-binding. Such dates are not to be regarded as fixed or specified performance dates, but only as planned start or completion dates for the Professional Services to be provided under a PS Agreement. Contractor may adjust them, if necessary, at any time, after prior information of, and discussion with, Customer and taking Customer's interests appropriately into account.

Section 4 – General Properties of Contractor's Services

(1) Contractor will perform its 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 respective Service Agreement. Legal advice is in no case in scope of the Services.

(2) Except as expressly provided otherwise in the Contract, the Services are provided "as is" and to the extent permitted by Applicable Law, Contractor 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. Contractor 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 Contractor 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 Contractor's obligations under Sections 2 (7) and 2 (8) above and with respect to the service levels which may be agreed in a SaaS Agreement.

(3) Contractor will reasonably inform Customer if it detects circumstances that impair the provision of Services. Work Results (as defined in Section 10 (6) below) shall not require express acceptance by Customer unless expressly otherwise agreed in a Service Agreement. Notwithstanding the foregoing, Customer shall (a) promptly after, and in any case within 14 (fourteen) days of, delivery inspect all Work Results and also (b) periodically inspect the processing results (output) of the BuildingMinds Platform Services and notify Contractor in both cases 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, Work Results shall be deemed approved as delivered; however, this shall not limit Contractor's obligations to correct BuildingMinds Platform errors on an ongoing basis pursuant to Section 2 (7) above.

Section 5 – 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 Service Agreements, 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 Contractor from case to case. Cooperation shall be provided free of charge to Contractor.

© BuildingMinds. All rights reserved.

(2) For all Services, Customer shall:

a) Furnish in due time, and in the form determined by Contractor 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 Contractor from time to time and have checked Contractor's compatibility requirements before receiving any Services. Unless otherwise explicitly agreed as Professional Service in a PS Agreement, Contractor 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 Contractor (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 Contractor. 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 Contractor 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 Contractor or facilitate the same;

e) Refrain from Reverse Engineering any Services, including in particular any work results of Professional Services and 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 Contractor (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 Contractor's Services or IT systems and require Contractor'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 Contractor;

g) Ensure that its cooperation acts and contributions are free from any third-party rights which would impair their use by Contractor, 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) In relation to the Professional Services, Customer shall in particular: (i) designate staff with appropriate qualifications and experience who will be available to Contractor for enquiries and work meetings on an appropriate scale; and (ii) grant Contractor necessary remote access to its IT systems.

(4) Contractor 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 Contractor'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, Contractor is released from the provision of its affected Services, and any agreed deadlines for Contractor shall be expanded by a reasonable period of time. Customer shall separately compensate any additional effort required from Contractor on a time and materials basis at the daily rates agreed in **Exhibit 1**, and reimburse Contractor for any additional expenses without prejudice to any further rights Contractor may have.

(5) 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

© BuildingMinds. All rights reserved.

of Customer. Customer acknowledges that the required data structure, format and delivery times of Customer Building Data input set in the relevant SaaS or PS Agreement 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 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.

(6) Customer is responsible and warrants to Contractor that (i) any use imputable to Customer of any provided 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 Contractor for any of the aforementioned or any other reasons.

(7) Contractor 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 Contractor and the internet); (ii) the use of services, hardware, or software not provided or certified by Contractor, including inadequate bandwidth; (iii) Customer's use of a Service after Contractor 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) Contractor'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 Contractor'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 Contractor's other IT systems or that resulted from Contractor's throttling of suspected abusive behaviour.

(8) 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 Contractor, and Contractor 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 Contractor is otherwise not obligated to analyse or resolve the error, Contractor may require Customer to pay compensation for the expenditures incurred through the analysis and other processing on a time and materials basis at the daily rates agreed in **Exhibit 1**, and reimburse Contractor for any additional expenses, insofar as Customer acted intentionally or negligently.

Section 6 – Staff of Contractor, Subcontractors

(1) Contractor is free to select its own adequately qualified staff for the provision of all Services. If and to the extent that Contractor has named certain persons to deploy for performing Services *vis-à-vis* Customer, this is to be regarded as the then current internal personnel planning and Contractor is free to change this allocation at any time.

(2) Contractor is free to engage third parties as subcontractors or vicarious agents ("**Subcontractors**") for the provision of all Services, without prejudice to Contractor's responsibility for such Services *vis-à-vis*

© BuildingMinds. All rights reserved.

Customer. The foregoing shall not limit any additional requirements under the DPA (as defined in Section 12 (2) below) with respect to the onward transfer of personal data to additional processors.

(3) All personnel deployed by Contractor or its Subcontractors will in no case be integrated into the organizational structures of Customer and are not subject to direct instruction rights, in particular if such personnel are deployed to Customer's premises. Contractor is free to allocate the working time and place of its personnel. If performance requires physical presence at a particular place, the Parties shall agree on this in advance in a Service Agreement. Both Parties shall take adequate measures to avoid personnel leases that are not intended under the Contract.

Section 7 – Fees, Reimbursement of Expenditure

(1) Contractor's fees for BuildingMinds Platform Services are charged quarterly in advance applying a usage-based subscription price (determined by applicable use parameters, such as number of buildings captured in the BuildingMinds Platform) for each consecutive 3-month accounting period (quarter) during the contractual period of use of the BuildingMinds Platform (defined in the SaaS Agreement as the Subscription Term), all as further set out in the SaaS Agreement. For additional BuildingMinds Platform Services identified as Add-Ons in a SaaS Agreement, separate price metrics apply in accordance with the SaaS Agreement. Contractor shall have the right to monitor and analyze Customer's usage of the BuildingMinds Platform Services, including an analysis of Customer Building Data, as required for a measurement of applicable use parameters values. Upon Contractor's request, Customer shall provide further information and/or documentation on Customer's BuildingMinds Platform usage necessary for a related internal audit of Contractor.

(2) Not more than once per calendar year, Contractor may, by unilateral notice to Customer, reasonably adjust all rates agreed in a SaaS Agreement 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 such SaaS Agreement is signed by both Parties 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) Contractor's fees for Professional Services are charged either (i) monthly in arrears according to time and materials spent, or (ii) in advance on a fixed price basis covering a certain time quota (person days) specified in the PS Agreement. In case of fees according to time and materials spent, the amount is calculated on the basis of the actual person days spent per person deployed. The relevant daily rate is specified in **Exhibit 1** hereto and depends on the role of the person deployed. One person day involves 8 (eight) hours of work. Additional hours or shortfalls per person day shall be remunerated on a *pro rata* basis. Daily rates in **Exhibit 1** apply to any compensation of Contractor on a time and materials basis under the Contract. If in case of a fixed price for Professional Services, the covered time quota is reached, any exceeding efforts of Contractor are also remunerated monthly in arrears according to time and materials spent, based on the daily rates in **Exhibit 1**.

(4) In addition to fees for Professional Services as set out in paragraph 3 above, Contractor shall be entitled to reimbursement of its expenses necessary and proven for the performance of Professional Services, including travel and accommodation costs, and subject to the maximum rates and other provisions set out in **Exhibit 1**. Provisions on travel and accommodation costs in **Exhibit 1** apply to any such expenses subject to reimbursement by Customer under the Contract.

(5) 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 Contractor in writing within 14 (fourteen) days of receipt of the invoice, stating the nature and reason for the correction requested.

© BuildingMinds. All rights reserved.

Agreed invoice corrections shall be made in a subsequent or final invoice. Any agreed pre-paid fees are non-refundable and non-cancellable.

(6) 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 Contractor by the amount necessary to ensure that Contractor receives a net amount which it would have received if no tax deduction or withholding had been made.

(7) For Professional Services, Contractor shall retain title and all rights to be granted to Customer until full discharge of the fees owed under the Contract. For BuildingMinds Platform Services, all rights to be granted by Contractor under Section 10 hereof shall be granted only provisionally and shall be freely revocable by Contractor until full payment has been made.

Section 8 – Term, Termination, Suspension

(1) The Framework Agreement takes effect as of the date of its execution and applies for an indefinite term, independently of the term of any respective Service Agreement. Service Agreements apply as stipulated therein either for an indefinite term or for a fixed term, with or without automatic renewal.

(2) Each Party is entitled to terminate the Framework Agreement with a notice period of 3 (three) months. With regard to Service Agreements that are still in effect after termination of the Framework Agreement, the incorporated provisions of the Framework Agreement also continue to apply. Service Agreements that are concluded for an indefinite term may be terminated by either Party with a notice period of 1 (one) month. Ordinary termination rights for Service Agreements with a fixed term with effect prior to the end of such fixed term are excluded.

(3) The right of both Parties for a termination of the Framework Agreement or any Service Agreement 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 Framework Agreement and/or, as the case may be, the relevant Service Agreement, make it unbearable for one or both of the Parties to continue the relevant 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) Any termination notice must be in writing; telefax or use of digital signatures or other electronic formats (e.g., email) is not sufficient, unless they are considered equivalent to written form under Applicable Law.

(5) 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 Contractor's expenditures incurred for the purpose of contract fulfilment, including for non-cancellable third-party services. In the event of a fixed price, fees shall be based on the time and materials spent by Contractor up until and including the date the termination takes effect, together with reimbursement for Contractor's expenditures, including for non-cancellable third-party services, but shall not exceed the agreed fixed price. Section 7 hereof applies accordingly.

(6) After termination or expiration of a SaaS Agreement takes effect, Contractor 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 as Professional Services for additional fees.

(7) Without prejudice to any termination rights, Contractor 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

© BuildingMinds. All rights reserved.

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 Contractor, 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. Contractor will use commercially reasonable efforts to resume Services provision as soon as reasonably practicable after the event giving rise to a Suspension was cured. Contractor shall not be liable for any damage, losses or other negative consequences that Customer may incur as a result of a legitimate Suspension.

Section 9 – Liability

(1) Contractor 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) Contractor 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 Contractor was aware of the possibility that such loss or damage might be incurred.

(3) Contractor's total liability for all losses and damages under or in connection with an individual Service Agreement in the aggregate, whether for breach of contract or in tort or based on any other legal theory, shall be limited to: (i) in case of SaaS Agreement: one-hundred percent (100%) of all fees payable under such SaaS Agreement for the first 4 (four) quarters of the Subscription Term; and (ii) in case of a PS Agreement: one-hundred percent (100%) of all fees payable under such PS Agreement.

(4) Without prejudice to the liability limitation under each individual Service Agreement pursuant to paragraph (3) above, Contractor's total liability for all losses and damages under or in connection with all Service Agreements and the Framework Agreement constituting the Contract in the aggregate, whether for breach of contract or in tort or based on any other legal theory, shall be limited to fifty percent (50%) of all fees payable under the Contract.

(5) Nothing in this Section 9 shall be construed as purporting to limit or exclude Contractor's liability for culpable injury to life, body or health or other liabilities that cannot be lawfully limited or excluded.

(6) Any limitation of liability under this Section 9 shall also apply for the benefit of Contractor's or the Subcontractors' representatives, employees or agents.

(7) 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. Contractor shall have no liability for any damage caused by errors, gaps or omissions in any data, information, instructions or other input provided to Contractor by Customer in connection with the Services, or any actions taken by Contractor at Customer's direction.

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 a Service Agreement. "**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 BuildingMinds Platform Services in accordance with their intended use and as otherwise contractually agreed, Contractor hereby grants Customer for the Subscription Term of a SaaS Agreement a limited, revocable, non-exclusive, worldwide,

© BuildingMinds. All rights reserved.

non-transferable and non-sublicensable use right in Contractor'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 BuildingMinds Platform Services under a SaaS Agreement ("**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 Contractor 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, Contractor 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 Contractor, including the results of its processing on the BuildingMinds Platform or Contractor's other IT systems. The Customer Data License is sub-licensable to 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 Licence expires 6 (six) months after termination of the Framework Agreement or termination of the last Service Agreement, whichever occurs later, unless the Parties conclude a successor agreement or agree otherwise.

(4) Customer is aware and acknowledges that operating the BuildingMinds Platform and/or offering Professional Services 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 Contractor, and Contractor shall be free to use and further adapt Analytics Data in all known forms of use and without restriction in terms of transferability, sublicenses, time, place or manner. Contractor's free use of Analytics Data shall be unaffected by expiration of the Customer Data License. To the extent Analytics Data become part of Contractor's Services to Customer, Customer may use them under the SaaS License.

(5) Customer grants to Contractor 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 Contractor, in particular regarding Work Results (as defined in paragraph 6 below), the BuildingMinds Platform or other products and services of Contractor or its Affiliates.

(6) For any Professional Services, Contractor grants to Customer an unlimited, non-exclusive, perpetual, irrevocable, worldwide, fully transferable and sub-licensable right to use Contractor's Intellectual Property Rights that may exist in the Work Results under a PS Agreement for all known types of use ("**Work Results License**"). "**Work Results**" are all results of Contractor's Professional Services rendered specifically to Customer under a PS Agreement (excluding, for the avoidance of doubt, provision of BuildingMinds Platform Services), including in particular all software, APIs, concepts, descriptions, methods, documents, materials and other items that may be protected by Intellectual Property Rights. For the avoidance of doubt, Customer will not acquire any rights to a possible implementation (especially in program code) of the Work Results on the BuildingMinds Platform. Should Customer contribute to the Work Results in a form that is protected as an Intellectual Property Right, Customer grants to Contractor a Work Results License in such contributions. To the extent that the Work Results include third-party software, the Parties will specify in the relevant Service Agreement which third party software is necessary, and Customer is responsible for licensing such software directly from the software provider, unless agreed otherwise in the relevant Service Agreement, and is responsible for compliance with the respective applicable terms of use. Insofar as customizations, additions to, or other modifications of the BuildingMinds Platform or other standard products or services of Contractor or its Affiliates are created within the scope of Professional Services,

© BuildingMinds. All rights reserved.

these shall be deemed to be part of such standard product or service, and exclusively subject to the terms of use of such standard product or service, and the foregoing Work Results License shall not apply to such customizations, additions or other modifications.

(7) To the extent that the provision of Professional Services so requires, or that the free use of Work Results for either Party should be limited by Pre-Existing Rights of the other Party, each Party grants to the other a Work Results License in its respective Pre-Existing Rights, however, strictly limited to whatever is necessary to provide or receive the Professional Services, to freely use and further develop the Work Results, but in no case to use any Pre-Existing Rights independently from the Work Results. "**Pre-Existing Rights**" are such Intellectual Property Rights that have existed before, or exist independently of, the provision of the Professional Services or the creation of the Work Results (e.g., rights to previously existing software and APIs or databases), including later changes or extensions to the subject matter of such Intellectual Property Rights, but always excluding Intellectual Property Rights in the BuildingMinds Platform or other standard products or services of Contractor or its Affiliates which shall under no circumstances be subject to the license under this paragraph.

(8) For the avoidance of doubt, Contractor 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 Contractor 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 Contractor 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.

(9) 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 Framework Agreement or a Service Agreement:

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 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,

© BuildingMinds. All rights reserved.

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 Framework Agreement. The Recipient shall ensure that its Representatives fully comply with the confidentiality obligations pursuant to the Framework Agreement (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 Framework Agreement and all Service Agreements, 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. Contractor 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 five (5) years after the end of the Contract.

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 Contractor on behalf of Customer, acting as data controller, Customer hereby appoints Contractor as data processor. To the extent Contractor processes personal data on behalf of Customer, the provisions of the most current version of the data processing agreement available at the time of conclusion of the Framework Agreement at https://buildingminds.com/data-processing-agreement ("**DPA**") 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 Contractor.

© BuildingMinds. All rights reserved.

(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's enquiries or requests to enable Customer audits), require implementation efforts of Contractor outside of the standard scope of the Services, Customer shall separately compensate any such additional effort on a time and materials basis at the daily rates agreed in **Exhibit 1**, and reimburse Contractor for any additional expenses. This compensation and reimbursement obligation of Customer does not apply to the extent his instruction, request or exercise of rights became necessary due to Contractor'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 Contractor for processing on behalf of Customer as long as no new data processing agreement between the Parties is in place.

Section 13 – Advertising Rights

Contractor is entitled, during and also after the term of the Framework Agreement and the Service Agreements, 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.

Section 15 – Miscellaneous

(1) The assignment of rights under a 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 a Contract if its own claims are undisputed or finally settled by court.

(3) Issuance of the Service Orders by Customer, their acceptance by Contractor, amendments of a Contract, including this clause, as well as other notifications thereunder must be made in writing. Written form is deemed fulfilled in case of transmission by way of telefax, use of digital signatures (e.g., via DocuSign) or other electronic formats (e.g., email), unless the relevant Contract expressly provides otherwise, as in case of termination notices.

(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 Contractor does not object.

© BuildingMinds. All rights reserved.

(5) The Framework Agreement and all Service Agreements are 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 Contractor's seat. The exclusive place of jurisdiction for any disputes arising under or in connection with the Framework Agreement or any Service Agreement are the ordinary courts of the city of Zurich, Switzerland.

(7) If individual provisions of a 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.

© BuildingMinds. All rights reserved.

EXHIBIT 1 TO FRAMEWORK TERMS AND CONDITIONS –

DAILY RATES AND TRAVEL AND ACCOMMODATION EXPENSES

1. Daily Rates

With regard to Section 7 (3) of the Framework Terms and Conditions and in all other cases of compensation on a time and materials basis under the Contract, the following daily rates are agreed for the persons deployed by Contractor:

Role	**Daily rate**
Associate Project Manager / Data Engineer	EUR 1,350
Product / Development Specialist *or if not otherwise specified*	EUR 1,400
Data Engineer	EUR 1,600
Project Manager	EUR 1,900
Solution Architect	EUR 1,900
Senior Expert / Advisor	EUR 2,125

2. Travel and Accommodation Expenses

With regard to Section 7 (4) of the Framework Terms and Conditions and in all other cases of expense reimbursement by Customer under the Contract, the following maximum rates and other provisions to be observed are agreed for the travel and accommodation costs of Contractor and the persons it deploys:

Type of expenditure	**Maximum rate / other regulation**
• Flights within the area comprised of Switzerland, EU, EEA and UK • Flights with departure / arrival outside Switzerland, EU, EEA and UK	• Economy class • Economy-Plus class or comparable
Train rides	First class
Inner city transport	Taxi / car sharing / public transport
Rides with own car / company car	EUR 0.90 per kilometer
Rental car	Expenses incurred for rental cars, fuel and tolls
Accommodation costs	Hotel costs up to a maximum of EUR 200.- per night and person

3. Applicability

The provisions set out in this Exhibit 1 - Daily Rates and Travel and Accommodation Expenses - apply to travel and accommodation expenses incurred in connection with rendering Contractor's Professional Services during the first 12 (twelve) months after the Framework Agreement is signed by both Parties. The Parties shall enter into negotiations on an adequate adjustment of the daily rates and travel and

© BuildingMinds. All rights reserved.

accommodation expenses no later than 3 (three) months before the aforementioned expiration date. Until the conclusion of such negotiations and entering into an agreement on adjustments to this Exhibit 1, its provisions shall continue to apply, provided that the rates and maximum expenses set out in this Exhibit 1 shall be deemed increased by 10%.

© BuildingMinds. All rights reserved.