

Version: 23<sup>rd</sup> October 2024

# Appendix: BuildingMinds Add-Ons

BuildingMinds Technology AG (“**BMT**”) 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 BMT 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**”).

Customer has the option to book (via e-mail to BuildingMinds’ contact person notified by BuildingMinds to Customer) the additional BuildingMinds Platform Services listed below (“**Add-Ons**”) and, where relevant, applicable packages and other components within such Add-Ons. A booking becomes effective upon the earlier of the following two events: (i) written acceptance of the booking by BuildingMinds to Customer, or (ii) start of service provision of the booked Add-On, or its relevant packages or components. The Add-Ons will be provided on the terms and conditions agreed in the Subscription Agreement and this appendix and shall otherwise for the duration of their provision be deemed to be part of the BuildingMinds Platform Services for all purposes of the relevant Subscription Agreement. No service levels apply to Add-Ons. Since BuildingMinds relies on subcontractors in the provision of Add-Ons, BuildingMinds reserves the right to terminate any Add-On booking with a four weeks’ prior written notice in case its relevant subcontractor(s) cease(s) to provide or substantially change(s) the underlying services (“**Extraordinary Termination**”).

	<b>Data Survey</b>
<b>Scope</b>	Data collection tool to gather information from internal or external stakeholders based on Surveys (as defined below). Customer can flexibly decide on number and content of Surveys (within offered BuildingMinds Platform optionality). The number of users and the number of questions per Survey is unlimited. Customer can receive assistance by BuildingMinds with Survey setup.
<b>Price metrics</b>	Pricing based on Surveys and Survey Years. “ <b>Survey</b> ”: Individual survey with the content and features defined by Customer within the options offered by the BuildingMinds Platform. “ <b>Survey Year</b> ”: 12-month period from activation of the relevant Survey in the BuildingMinds Platform or expiration of the previous 12-month period (after a renewal).



<b>Data Survey</b>	
<b>Term</b>	<p>Each Survey booking has a fixed term (booking period) of one Survey Year and cannot be terminated for convenience. BuildingMinds' right for an Extraordinary Termination remains reserved. The term of each Survey expires automatically after 12 months, unless the Customer actively renews the booking.</p> <p>The terms of all Surveys end automatically at the end of the subscription term for BuildingMinds Platform Services under the relevant Subscription Agreement.</p> <p>Customer is not entitled to a refund of prepaid fees for any remaining Survey Years or parts thereof.</p>
<b>Payment</b>	Per Survey and Survey Year in advance.

<b>Physical Risk Assessment(s)</b>	
<b>Scope</b>	<p>This Add-On helps organizations assess natural hazard and climate change risks - from individual sites to entire portfolios.</p> <p>For each dedicated building, users can access risk and hazard assessments in the form of risk scores for a variety of natural hazards and/or climate change risks in the "Physical Risk Portfolio Analysis" feature of the BuildingMinds Platform, if included in the scope of the BuildingMinds Platform Services.</p>
<b>Price metrics</b>	<p>Pricing based on Assessments grouped into Query Packages.</p> <p><b>"Assessment"</b>: A one-time risk assessment for a single building.</p> <p><b>"Query Package"</b>: A Query Package includes a given number of bundled Assessments in a single booking.</p>
<b>Term</b>	<p>Each booking of a Query Package includes a certain number of Assessments that can be used during the subscription term for BuildingMinds Platform Services under the relevant Subscription Agreement, starting with receipt of the booking by BuildingMinds. A complete or partial cancellation or rescission of a Query Package booking is not possible. BuildingMinds' right for an Extraordinary Termination remains reserved.</p> <p>The terms of all Query Packages end automatically at the end of the subscription term for BuildingMinds Platform Services under the relevant Subscription Agreement.</p> <p>Customer is not entitled to a refund of prepaid fees for any unused Assessments under booked Query Packages.</p>
<b>Payment</b>	Per Query Package when booked.



<b>Climate Financial Impact Assessment(s)</b>	
<b>Scope</b>	This Add-On builds on the features available under the Add-On “Physical Risk Assessment(s)” and further supports organizations in decision making by also considering a potential financial impact of natural hazard and/or climate change risks - from individual sites to entire portfolios. Thanks to integrated financial metrics, organizations can better assess current exposure and possible future development, thereby promoting more profitable decisions. The services provided under the Add-On “Physical Risk Assessment(s)” are already included in this Add-On.
<b>Price metrics</b>	Pricing based on Assessments grouped into Query Packages. <b>“Assessment”</b> : A one-time risk assessment for a single building. <b>“Query Package”</b> : A Query Package includes a given number of bundled Assessments in a single booking.
<b>Term</b>	Each booking of a Query Package includes a certain number of Assessments that can be used during the subscription term for BuildingMinds Platform Services under the relevant Subscription Agreement, starting with receipt of the booking by BuildingMinds. A complete or partial cancellation or rescission of a Query Package booking is not possible. BuildingMinds’ right for an Extraordinary Termination remains reserved. The terms of all Query Packages end automatically at the end of the subscription term for BuildingMinds Platform Services under the relevant Subscription Agreement. Customer is not entitled to a refund of prepaid fees for any unused Assessments under booked Query Packages.
<b>Payment</b>	Per Query Package when booked.

<b>Utility Sync</b>	
<b>Scope</b>	Utility consumption data integration for Active Meters (as defined below) via web interfaces of utility consumption data providers, via system integrations or by way of manual meter read-outs. Customer can establish a connection to its utility consumption data provider(s) for a remote data read out of meters in its Active Buildings (as defined below) via web interfaces or via system integrations. Alternatively, meters in Active Buildings can be designated for manual data read-outs. Customer can receive / enter 15-min, 30-min, hourly, daily, monthly or yearly data updates, in case of remote data read out, depending on the utility consumption data provider. The setup of each remote data read-out connection requires one-time performance of separate Professional Services. Credentials / details for Customer’s accounts with the utility consumption data providers’ web interfaces, or system integrations performed as separate Professional Services, are required for remote data read-outs.



<b>Utility Sync</b>	
<b>Price metrics</b>	<p>Pricing based on number of Active Buildings, type of Active Meters, and/or number of Active Utility Accounts.</p> <p><b>"Active Building"</b>: A Building that Customer has designated to be in scope of this Add-On.</p> <p><b>"Active Meter"</b>: A Fiscal Meter, Submeter or Manual Meter which is linked to an Active Building (or parts of an Active Building, e.g., a rental unit) and for which a meter data read-out has been activated.</p> <p><b>"Active Account"</b> or <b>"Active Utility Account"</b>: Access to a web interface of a utility consumption data provider that may provide consumption data from one or more Buildings and one or more meters therein.</p> <p><b>"Building"</b>: A human-made, independently usable, walled and roofed structure affixed to a permanent site and designed for human habitation or use that has been captured in the BuildingMinds Platform.</p> <p><b>"Fiscal Meter"</b>: A meter covering a whole or parts of an Active Building, which serves a direct settlement with a utility provider and for which a remote meter data read-out connection to the relevant utility consumption data services provider was established via such provider's web interface or via a system integration.</p> <p><b>"Submeter"</b>: A meter covering a part of an Active Building, which does not serve a (direct) settlement with a utility provider and for which a remote meter data read-out connection to the relevant utility consumption data services provider was established via such provider's web interface or via a system integration.</p> <p><b>"Manual Meter"</b>: A meter for which no remote meter data read-out connection was established and from which meter data is read out and entered manually by Customer users.</p>
<b>Term</b>	<p>The Utility Sync Add-On term starts with its booking and ends automatically at the end of the subscription term for BuildingMinds Platform Services under the relevant Subscription Agreement. It cannot be terminated for convenience. BuildingMinds' right for an Extraordinary Termination remains reserved.</p>
<b>Payment</b>	<p>Retrospectively per billing period under the relevant Subscription Agreement, based on the number of Active Buildings, Active Meters and/or Active Utility Accounts in such billing period. After the subscription term for BuildingMinds Platform Services under the relevant Subscription Agreement ends, any not yet invoiced Active Buildings, Active Meters and/or Active Utility Accounts will be charged.</p>

<b>GRESB Asset Data Submission</b>	
<b>Scope</b>	<p>This Add-On enables Customer to transfer, on a per-Fund basis (as defined below), certain available real estate asset data from the BuildingMinds Platform to a Customer account on the external GRESB.com portal. On the GRESB.com portal, transferred data can be used for third-party assessment services provided by GRESB.com.</p> <p>This Add-On can be used in two modes with respect to each Fund – in the test mode and in the submission mode:</p>



<b>GRESB Asset Data Submission</b>	
	<ul style="list-style-type: none"> <li>In the <i>test mode</i>, the asset data to be submitted to GRESB.com undergo an automatic validation against GRESB.com syntax and plausibility checks to ensure compliance and prevent the submission of erroneous data. Data is not submitted to the GRESB.com portal in the test mode.</li> <li>Unlike the test mode, the <i>submission mode</i> facilitates the actual transfer of available asset data from the respective Fund on the BuildingMinds Platform to the Customer's GRESB.com portal account.</li> </ul> <p>Both, test and submission modes can be used multiple times within a calendar year for the same Fund. However, once Customer transferred data for a Fund through use of the submission mode of this Add-On to the GRESB.com portal and GRESB.com initiated its related assessment services, GRESB.com charges fees to BuildingMinds. Such GRESB.com charges in turn trigger fees under this Add-On in relation to the corresponding Fund. BuildingMinds has no control over the initiation of the assessment services by GRESB.com, their frequency (typically, once per Fund and calendar year) or content.</p> <p>A prerequisite for this Add-On is an existing Customer account on the GRESB.com portal. This Add-On solely prepares and transfers the relevant data to the Customer's GRESB portal account. This Add-On only allows data transfer to the performance component of the GRESB.com portal and, in particular, not to its management and development components. Neither the GRESB.com portal nor any services available on it are in scope of this Add-On or any other part of the BuildingMinds Platform Services and solely subject to agreements between Customer and GRESB.com.</p> <p>To use this Add-On, the "GRESB Reporting" feature of the BuildingMinds Platform must be in scope of the agreed BuildingMinds Platform Services.</p>
<b>Price metrics</b>	<p>Pricing based on the number of Funds, for which the submission mode of this Add-On has been used in a given calendar year and for which GRESB.com initiated its related assessment services (triggering GRESB.com charges to BuildingMinds). The number of Funds and initiated assessment services of GRESB.com is counted by GRESB.com and charged to BuildingMinds. For the purpose of calculating the fees for this Add-On, the number of affected Funds of Customer and initiated assessments notified by GRESB.com to BuildingMinds is used.</p> <p><b>“Fund”</b>: An investment vehicle that can pool capital from multiple investors to acquire, manage, and potentially sell income-producing real estate assets, with the goal of generating returns for its participants. In the BuildingMinds Platform, a Fund is defined by a special structural node type, bundling all buildings of this Fund, and acting as a reporting layer.</p>
<b>Term</b>	<p>The GRESB Asset Data Submission Add-On term starts with its booking and ends automatically at the end of the subscription term for BuildingMinds Platform Services under the relevant Subscription Agreement. It cannot be terminated for convenience. BuildingMinds’ right for an Extraordinary Termination remains reserved.</p>
<b>Payment</b>	<p>Retrospectively, per calendar year during the term of the relevant Subscription Agreement, based on the number of Funds, for which the submission mode of this Add-On has been used in a given calendar year and for which GRESB.com initiated its related assessment services.</p>

