

Version: 1st September 2023

Free Trial Terms and Conditions

1. Introduction

BuildingMinds GmbH, Schindler-Platz, 12105 Berlin, Germany ("**BuildingMinds**"), and/or its affiliates within the meaning of Section 15 et seqq. German Stock Corporation Act (*AktG*) develop and operate a cloud-based platform for the real estate industry ("**BuildingMinds Platform**") available at <https://cloud.onbuildingminds.com/> and provide related BuildingMinds Platform services in a Software-as-a-Service model, in particular access to, and use of, certain features of the BuildingMinds Platform.

BuildingMinds offers no contracts or services to consumers within the meaning of Section 13 German Civil Code (*BGB*), i.e., not to persons that enter into a legal transaction for purposes which predominantly are outside its commercial or self-employed professional activities.

2. Free Trial Agreement

These Free Trial Terms and Conditions set out the terms on which BuildingMinds provides access to a restricted demo environment of the BuildingMinds Platform ("**Demo Platform**"), but not any other part of the BuildingMinds Platform, for a limited free trial use ("**Free Trial**"). These Free Trial Terms and Conditions establish a legally binding agreement ("**Free Trial Agreement**") between you (as defined below) and BuildingMinds (you and BuildingMinds together, "**Parties**") entered upon BuildingMinds' approval of your proper registration (sign up) in accordance with section 4 below.

BuildingMinds concludes Free Trial Agreements only with companies (legal entities and partnerships) and only if they are non-consumers. The individual submitting the Free Trial registration request must identify there such contracting company and may only submit the request if duly authorized by the company. In these Free Trial Terms and Conditions, "**you**" and "**your**" refer to such company which is also responsible that all its employees and other representatives, including the individual submitting the Free Trial registration request, comply with these Free Trial Terms and Conditions and is further responsible for any breaches of these Free Trial Terms and Conditions by such persons.

Section 312i para. 1 sentence 1 no. 1 -3 German Civil Code (*BGB*) shall not apply to the Free Trial Agreement and its conclusion.

3. Free Trial Scope / Term / No Fees

The Demo Platform intends to provide limited insights into the capabilities of the BuildingMinds Platform to its potential users. Features of the BuildingMinds Platform that the Demo Platform demonstrates can include:

- Tracking of energy and resource consumption data of buildings across funds;
- Comparison of consumption data across buildings based on absolute and intensity values;
- Analysis of the calculated operational emissions of buildings (operational CO₂ footprint);
- Analysis of the stranding risk of single buildings or funds based on industry-specific benchmarks;
- Simulation of regulatory CO₂ costs;
- Analysis of the impact of predefined retrofit measures on stranding risks, simulated energy and resource consumption data and operational emissions.

All data shown on the Demo Platform is random sample data that does not reflect real buildings or scenarios. It is shown in a read-only mode, cannot be edited or deleted and no new data can be created in the Demo Platform.

By registering for a Free Trial, you agree to use the Demo Platform for the sole purpose ("**Purpose**") of: evaluating sample capabilities of the BuildingMinds Platform.



The term of the Free Trial and the Free Trial Agreement is 14 (fourteen) calendar days starting with BuildingMinds' approval of your registration request and any Demo Platform access and use rights end at that time at the latest.

The use of the Demo Platform during the Free Trial in accordance with these Free Trial Terms and Conditions is free of charge.

4. Free Trial Registration

You can register (sign up) for a Free Trial at: <https://buildingminds.com/free-trial>. The registration process will involve a verification of your indicated email address.

BuildingMinds will review and can approve or reject registration requests at its sole discretion. BuildingMinds also reserves the right to request additional information relating to a registration request.

All information that you provide in connection with the registration must be correct and complete. You will inform BuildingMinds of any actual or potential conflict of interests within the scope of your registration, for example, if you are affiliated with, or, as the case may be, employed by, a competitor of BuildingMinds or its affiliates.

If you do not agree to these Free Trial Terms and Conditions, you should not set a tick at the box indicating your acceptance of these Free Trial Terms and Conditions during the registration process and should refrain from accessing and using the Demo Platform. Any terms deviating, contradicting or supplemental to these Free Trial Terms and Conditions are not part of the Free Trial Agreement, even when acknowledged, unless their application is explicitly set out herein or agreed upon in written form.

Access to and use of the Demo Platform or other parts of the BuildingMinds Platform for operating purposes are subject to and require a separate offer and acceptance of additional written terms and conditions (e.g., a subscription agreement for BuildingMinds Platform services). None of the content and information provided on or in connection with the Demo Platform constitute such an offer by BuildingMinds or its affiliates.

5. Access Credentials

The Demo Platform access credentials provided to you by BuildingMinds are tied to the person named in your Free Trial registration request and may only be used by such person. The access credentials are not assignable and may not be shared with any other person. You shall ensure that any Demo Platform access credentials are stored in such manner that they are adequately protected against access by unauthorized third parties (e.g., through encryption) and not enable unauthorized third parties to gain access to the Demo Platform or other parts of the BuildingMinds Platform or facilitate the same.

Should you at any time have any knowledge or reason to believe that the confidentiality or integrity of any Demo Platform access credentials or any features of the Demo Platform have been impaired, you shall notify BuildingMinds immediately.

6. Modifications / Suspensions

BuildingMinds is entitled to update, modify or discontinue the Demo Platform and/or any of its features at any time at its reasonable discretion and may limit or suspend access to the Demo Platform and any of its features without notice.

In particular, (i) in the event of a violation of these Free Trial Terms and Conditions, or (ii) if any other actual or suspected breach, disruption or threat requires action in order to prevent the risk of (further) damage to BuildingMinds, its affiliates, their respective customers or third parties (e.g., security breaches committed or facilitated by you or third parties), or (iii) if required to comply with a court ruling or an administrative decision or to cease a violation of applicable law or third-party rights, you may be denied sign in, access and use of the Demo Platform and/or any of its features as long as the violation, breach, disruption or threat continues.

7. Intellectual Property Rights / Demo Platform Use Right / Customer Obligations

BuildingMinds is the owner or the licensee of all intellectual property rights in the Demo Platform and other parts of the BuildingMinds Platform, whether capable of registration or not. Provision of access to



the Demo Platform and its features does not constitute a right to copy or use any of the intellectual property of BuildingMinds other than to the extent expressly set out in these Free Trial Terms and Conditions. The protection of the Demo Platform and other parts of the BuildingMinds Platform by copyright, patents, trademarks and other intellectual property rights, laws and treaties around the world remains reserved.

Upon acceptance of your registration request by BuildingMinds, BuildingMinds will grant you a limited, revocable, non-exclusive, non-transferable and non-sub-licensable right to access and use the Demo Platform, only through the person named in your Free Trial registration request and only for the Purpose, subject to the use right restrictions set out in the following paragraph. This right may be terminated by BuildingMinds at any time in whole or in part without notice and covers only such parts of the Demo Platform that you access and use in the ordinary course of business (e.g., web application, frontend) and in no case other parts of the Demo Platform (e.g., backend, data bases, algorithms).

You shall comply with all applicable laws and, unless otherwise expressly agreed between the Parties or mandated or entitled under applicable mandatory laws:

1. You shall not attempt or cause third parties to attempt (by way of framing or otherwise) reselling, marketing, copying, duplicating, modifying, integrating into other products or services, creating derivative works from or distributing all or any portion of the Demo Platform or other parts of the BuildingMinds Platform or their relevant content;
2. You shall not conduct activities which prevent others from using, or are aimed at obtaining or involving unauthorized access to, the Demo Platform or any other part of the BuildingMinds Platform or any of its features; and
3. You shall not introduce illegal or malicious content to the Demo Platform or any other part of the BuildingMinds Platform (including viruses, worms, Trojan horses, spyware, ransomware and any other form of malware or components thereof ("**Malware**")).

You grant to BuildingMinds an unlimited, irrevocable, perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free right to freely use and incorporate any suggestion, enhancement request, recommendation, correction or other feedback that you may provide relating to the Demo Platform or any other part of the BuildingMinds Platform or any of their relevant features.

Reverse Engineering of the Demo Platform or any other part of the BuildingMinds Platform or any of their relevant features is not allowed. "**Reverse Engineering**" means 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 applicable mandatory law.

8. Confidentiality

BuildingMinds is the owner or licensee of any business, technical, financial, legal or organizational information or data provided on or related to the Demo Platform or other parts of the BuildingMinds Platform, which may include know-how, business secrets, techniques, concepts, ideas, specifications, samples, designs, software and related products and services ("**BuildingMinds Confidential Information**") that shall be deemed and remain the property of BuildingMinds.

You undertake:

1. To keep the BuildingMinds Confidential Information confidential, applying up-to-date technical and organizational measures against the access by an unauthorized third party, including at least all measures and precautions that you take to protect your own comparable confidential information and which measures shall not be below the standard usual in your industry;
2. To restrict disclosure of BuildingMinds Confidential Information only to those persons, who must know it for the Purpose and to ensure that such persons fully comply with the confidentiality obligations of these Free Trial Terms and Conditions (in the same manner as if such obligations had been directly assumed by them), while you shall be fully liable for any culpable breach of these obligations by them;
3. To use and reproduce the BuildingMinds Confidential Information solely for the Purpose or as otherwise permitted by BuildingMinds; and



4. To return the BuildingMinds Confidential Information to BuildingMinds or fully remove it from your computer systems whenever requested by BuildingMinds and upon termination of the Free Trial Agreement at the latest and to confirm the full return or removal in writing.

Obligations to preserve confidentiality do not apply to BuildingMinds Confidential Information that:

1. Is or becomes generally available in the public domain by other than disclosure in breach of these Free Trial Terms and Conditions;
2. Was already known by you prior to the provision by BuildingMinds, without being subject to confidentiality obligations towards BuildingMinds or its affiliates;
3. Was obtained by you from a third party without any restriction and any breach of these Free Trial Terms and Conditions;
4. Was verifiably and wholly independently developed by you; or
5. Must be disclosed under mandatory law or in response to an enforceable court or public authority order.

9. Termination

Either Party may terminate this Free Trial Agreement at any time without notice and without providing any reasons. Termination must be in written form (email sufficient). Any further agreement between the Parties remains unaffected by a termination of this Free Trial Agreement.

10. Warranty / Liability

BuildingMinds does not guarantee any properties, ability to achieve a particular result or fitness for any particular purpose of the Free Trial (in particular, with respect to the access and use of the Demo Platform). The Demo Platform is not laid out for operational use and BuildingMinds does not warrant an uninterrupted or defect-free performance.

Any claims and rights that you may have against BuildingMinds due to a defect (including a defect in title) of the Free Trial (in particular, with respect to the access and use of the Demo Platform) are hereby excluded, unless the defect has been fraudulently concealed.

BuildingMinds also excludes any damage claims that are not based on a defect, whether for breach of contract or based on tort or any other legal theory.

Nothing in the Free Trial Agreement shall be construed as purporting to limit or exclude BuildingMinds' liability for culpable injury to life, body or health, damage claims under the German Product Liability Act, damage claims based on intent or gross negligence or other liabilities that cannot be lawfully limited or excluded.

Any limitation of liability under the Free Trial Agreement shall also apply for the benefit of BuildingMinds' or its subcontractors' representatives, employees or agents.

11. Data Protection

The Parties will comply with all laws and regulations for protection of personal data applicable to them. To the extent BuildingMinds processes under the Free Trial Agreement personal data on your behalf, acting as data controller, you hereby appoint BuildingMinds as data processor and the provisions of the most current version of the data processing agreement available at the time of conclusion of the Free Trial Agreement at <https://buildingminds.com/data-processing-agreement> ("DPA") apply and are deemed incorporated into the Free Trial Agreement. When executing your instruction rights as data controller, you will ensure that there is a legal basis for the processing of personal data by BuildingMinds.

Your instructions as data controller are generally implemented in the Free Trial Agreement, including the DPA. Subsequent instructions are given through the use of configuration options of the Demo Platform. Should additional instructions or requests that you issue based on the DPA, or your exercise of rights under the DPA (e.g., 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 your audits), require implementation efforts of BuildingMinds outside of the standard scope of the Free Trial, BuildingMinds reserves the right to claim compensation for any such additional effort on a time and materials basis at



BuildingMinds' standard rates, and reimbursement of any additional expenses of BuildingMinds. No compensation and reimbursement is owed to the extent your instruction, request or exercise of rights became necessary due to BuildingMinds' breach of applicable law or the Free Trial Agreement.

12. Miscellaneous

If individual provisions of the Free Trial Agreement 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.

The Free Trial Agreement is governed by the laws of Germany to the exclusion of the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of fulfilment is at BuildingMinds' seat. The competent courts at the seat of BuildingMinds shall have exclusive jurisdiction for any disputes arising under or in connection with the Free Trial Agreement.

