General Terms and Conditions

Algemene Voorwaarden

Sustainix AI B.V. | July 2026

1. Definitions

1.1 In these Terms, defined terms have the meanings set out below.

1.2 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

1.3 "Agreement" means any agreement between Sustainix AI and the Client for the provision of Services, including the Order Form, these Terms, the DPA and any annexes.

1.4 "AI Output" means any assessment result, score, recommendation, report or other output generated by the Platform's artificial intelligence or automated logic on the basis of Client Data or other inputs.

1.5 "Assessment" means an evaluation of a building's compliance with BREEAM In-Use or related sustainability credits, generated by the Platform on the basis of Client Data, including credit-level scoring, indicative ratings and supporting analysis. An Assessment is an indicative, decision-support output produced by Sustainix AI's artificial intelligence and does not constitute a formal BREEAM certification or an assessment by an accredited BREEAM assessor.

1.6 "AUP" or Acceptable Use Policy means the Sustainix AI acceptable use policy as updated from time to time, a copy of which is available on request.

1.7 "Client" means any natural or legal person that has entered into an Agreement with Sustainix AI.

1.8 "Client Data" means any data, documents, files or content uploaded or submitted by the Client or its Users to the Platform.

1.9 "Confidential Information" means any non-public information disclosed by one party to the other, whether marked confidential or reasonably understood to be confidential given its nature or the circumstances of disclosure.

1.10 "DPA" means the Data Processing Agreement attached as Annex 1 and forming part of the Agreement.

1.11 "Email" means an electronic message, including Offers, Order Forms and notices, sent to the contact address designated by a party.

1.12 "GDPR" means Regulation (EU) 2016/679 (the General Data Protection Regulation).

1.13 "Order Form" or "Pilot SoW" means a written order confirmation or statement of work (however titled) specifying the Subscription tier, pricing, duration, scope and any deal-specific terms or additional services.

1.14 "Personal Data" has the meaning given in the GDPR.

1.15 "Platform" means the Sustainix AI web-based software application and all associated tools, modules, algorithms, AI models, APIs and infrastructure made available under a Subscription.

1.16 "Services" means access to the Platform and any associated advisory, implementation or support services provided by Sustainix AI.

1.17 "Subscription" means a time-limited right to access and use the Platform as specified in the Order Form.

1.18 “Sustainix AI” means Sustainix AI B.V., a private company with limited liability established in Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 42070784, and its Affiliates that apply these Terms.

1.19 “Terms” means these general terms and conditions.

1.20 “Uplift Roadmap” means a plan generated or supported by the Platform setting out recommended actions, interventions or capital expenditures to improve the BREEAM rating, sustainability performance or compliance status of a building or portfolio, including (where available) cost estimates, prioritisation and expected score impact. An Uplift Roadmap is an indicative planning output and does not constitute investment, engineering or certification advice.

1.21 “User” means any natural person who accesses or uses the Platform on behalf of the Client under the Client’s Subscription.

2. Applicability and Order of Precedence

2.1 These Terms apply to all Offers, Agreements, Subscriptions and related legal acts of Sustainix AI, including any ongoing or additional assignments.

2.2 The applicability of any general terms and conditions of the Client is expressly rejected, regardless of any reference to them by the Client, unless expressly accepted by Sustainix AI in writing.

2.3 In case of conflict, the following order of precedence applies: (a) the Order Form; (b) the DPA and any other annex; (c) these Terms.

2.4 If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force, and the parties shall endeavour to agree on a valid substitute reflecting the original intent.

3. Establishment of the Agreement

3.1 Offers are non-binding until accepted by both parties.

3.2 An Agreement is formed when the Client accepts an Offer or Order Form in writing or by Email, through a click-through mechanism on the Platform, or when Sustainix AI begins performance of the Services at the Client’s request.

3.3 The Client represents that the person accepting the Agreement has authority to bind the Client.

3.4 If Sustainix AI provides any performance at the Client’s request before an Agreement is established and no Agreement comes into effect due to the Client’s actions, the Client shall compensate Sustainix AI for the costs incurred at standard rates.

4. Amendments

4.1 Amendments to an individual Agreement require the written agreement of both parties.

4.2 Sustainix AI may amend these Terms from time to time. Sustainix AI shall notify the Client at least 30 days before a material change takes effect. If the Client reasonably objects to a material adverse change, it may terminate the affected Subscription by written notice before the change takes effect, with a pro-rata refund of prepaid fees for the unused portion.

5. Subscription and Pricing

5.1 Access to the Platform is provided on a Subscription basis. The Subscription tier, duration, number of permitted Users and applicable fees are set out in the Order Form.

5.2 All prices are expressed in Euros and are exclusive of VAT and other applicable levies, unless otherwise stated.

5.3 Sustainix AI may adjust Subscription pricing at the start of each renewal term with at least 60 days' prior written notice. Pricing for the current committed term is locked.

5.4 Sustainix AI reserves the right to correct evident pricing, calculation or typographical errors.

6. Payment

6.1 Unless otherwise specified in the Order Form, Subscription fees are invoiced in advance on a monthly or annual basis. Other services are invoiced monthly in arrears.

6.2 The Client shall pay invoiced amounts within 30 days of the invoice date. Default occurs automatically upon expiry of this period, without separate notice being required.

6.3 All payments shall be made without discount or deduction, save for set-off relating to an undisputed or judicially established counterclaim.

6.4 Where Sustainix AI has reasonable concerns about the Client's creditworthiness, Sustainix AI may require prepayment or adequate security.

6.5 If an order is placed by more than one Client entity, those entities are jointly and severally liable for payment obligations, regardless of the name on the invoice.

6.6 Upon default, all outstanding amounts become immediately due and payable. The Client shall owe statutory commercial interest (wettelijke handelsrente) and shall reimburse reasonable extrajudicial collection costs in accordance with the Wet Incassokosten (WIK).

6.7 Sustainix AI may suspend access to the Platform on 10 days' written notice for continued payment default, and may engage a collection agency after 60 days of payment arrears.

6.8 Prepaid Subscription fees are non-refundable upon termination by the Client, except where this Agreement expressly provides otherwise.

7. Platform Access and User Accounts

7.1 Subject to these Terms, Sustainix AI grants the Client a non-exclusive, non-transferable, non-sublicensable right to access and use the Platform during the Subscription term, solely for the Client's internal business purposes.

7.2 The Client is responsible for ensuring that all Users comply with these Terms and shall promptly notify Sustainix AI of any unauthorised access or use of the Platform.

7.3 The Client shall not: (a) sublicense, resell, transfer or share access to the Platform outside the agreed number of Users; (b) use the Platform to build or train a competing product, service or AI model, or for benchmarking purposes; (c) reverse-engineer, decompile or extract the source code, AI models or underlying algorithms of the Platform, except and only to the extent such restriction is prohibited by mandatory applicable law; (d) access the Platform by automated means other than the documented APIs; or (e) use the Platform in violation of applicable law.

7.4 The Client is responsible for the security of its User credentials, including enabling multi-factor authentication where offered. Sustainix AI is not liable for damages resulting from unauthorised access caused by inadequate credential management on the Client's part.

7.5 Sustainix AI may update or modify the Platform from time to time, provided that such modifications shall not materially degrade core functionality during the then-current Subscription term. Sustainix AI may temporarily suspend access for maintenance, security or operational reasons, with reasonable advance notice where possible.

8. Acceptable Use

8.1 The Client shall use the Platform only in accordance with these Terms and the AUP.

8.2 The Client shall not upload or submit to the Platform any content that: (a) is unlawful, fraudulent or misleading; (b) infringes the intellectual property rights of any third party; (c) contains malicious code, viruses or other harmful material; or (d) violates the rights of any individual or organisation.

8.3 Sustainix AI may suspend or terminate access immediately where it reasonably suspects a breach of this Clause 8 that poses a security, legal or reputational risk.

9. AI Output and AI Act

> *Important: the Platform uses artificial intelligence and automated logic to generate Assessments and Uplift Roadmaps. AI Output is an indicative tool to support decision-making and does not constitute official BREEAM certification or a formal assessment by an accredited BREEAM assessor.*

9.1 AI Output is generated on the basis of the Client Data provided and the BREEAM methodology as interpreted by Sustainix AI's algorithms. The accuracy of AI Output depends on the completeness and quality of Client Data.

9.2 AI Output does not replace the judgment of a qualified BREEAM assessor. The Client is solely responsible for decisions made on the basis of AI Output, including investment, construction and certification decisions.

9.3 Sustainix AI does not guarantee that AI Output will align with the outcome of a formal BREEAM assessment conducted by an accredited assessor. BREEAM credit interpretations are subject to change, and official rulings rest with BRE Global and accredited assessors.

9.4 The Platform is provided as a decision-support tool and is not intended for any purpose classified as "high-risk" under Regulation (EU) 2024/1689 (the EU AI Act). The Client is responsible for ensuring that its use does not fall within such a classification.

9.5 Sustainix AI complies with the transparency obligations applicable to AI systems under Article 50 of the EU AI Act. The Platform shall be designed to inform Users that they are interacting with an artificial intelligence system, and AI-generated outputs shall be identifiable as such within the Platform.

10. Service Availability

10.1 Sustainix AI shall use reasonable efforts to make the Platform available with a target uptime of 99.0% per calendar month, measured on a rolling basis, and excluding scheduled maintenance (notified in advance), emergency maintenance, force majeure events and any unavailability caused by the Client or its third-party providers.

10.2 Save as set out in Clause 10.1, no specific service levels are warranted. Any service levels expressly agreed in an Order Form shall take precedence over Clause 10.1.

11. Warranties

11.1 Sustainix AI warrants that: (a) Sustainix AI will not knowingly introduce malicious code into the Platform; and (b) Sustainix AI has the right to grant the licence set out in Clause 7.

11.2 Except as expressly stated in these Terms, Sustainix AI makes no warranties, express or implied, and the Services are provided "as is."

12. Implementation and Advisory Services

12.1 Where the Order Form includes implementation, onboarding or advisory services, delivery times are indicative and shall not be considered firm deadlines unless expressly agreed in writing.

12.2 The Client shall provide all information, materials and access reasonably required in the format specified by Sustainix AI. Additional costs arising from new or changed information shall be borne by the Client.

12.3 Sustainix AI may change the personnel assigned to the Services provided the quality of delivery is not diminished.

13. Subprocessors and Third Parties

13.1 Sustainix AI may engage subprocessors and third-party service providers (including cloud hosting and support tools) in the performance of the Services. A list of current subprocessors is available on request. Sustainix AI remains responsible for their performance.

14. Data Protection and GDPR

14.1 As between the parties, the Client retains all rights, title and interest in and to Client Data. Sustainix AI processes Client Data solely for the purpose of providing the Services and shall not sell, share or use Client Data for any other purpose save as permitted by these Terms.

14.2 To the extent that Sustainix AI processes Personal Data on behalf of the Client, Sustainix AI acts as processor and the Client acts as controller within the meaning of the GDPR. The DPA attached as Annex 1 applies.

14.3 Sustainix AI shall implement appropriate technical and organisational measures to protect Client Data against unauthorised access, loss, alteration or disclosure, in accordance with Article 32 GDPR.

14.4 Sustainix AI shall notify the Client of any Personal Data breach affecting Client Data without undue delay, and in any event within 72 hours of becoming aware of it.

14.5 Client Data is processed and stored within the European Economic Area. Any transfer outside the EEA will rely on appropriate safeguards under Articles 44-50 GDPR.

14.6 Sustainix AI may generate and use anonymised, aggregated statistical data derived from Client Data, which no longer qualifies as Personal Data, for the purposes of improving, benchmarking and developing the Platform and its AI models. Such anonymised data is owned by Sustainix AI. The Client may opt out of this use by written notice to Sustainix AI.

14.7 Sustainix AI may retain and process Personal Data and Client Data in identifiable form to the extent reasonably necessary to: (a) operate the Platform, provide technical support and customer service, debug issues, monitor service quality and reliability; and (b) detect, investigate and prevent security incidents, fraud, abuse or breaches of these Terms. Such Processing is limited to what is necessary for these operational purposes and is subject to the technical and organisational measures set out in Schedule B of the DPA. For the avoidance of doubt, the use of identifiable Client Data for the improvement, training or development of Sustainix AI's AI models is governed exclusively by Clause 14.6 (anonymised, aggregated data only).

14.8 Upon termination, Sustainix AI shall, at the Client's request made within 30 days of termination, provide an export of Client Data in a standard machine-readable format. Thereafter Sustainix AI shall securely delete Client Data (other than routine back-ups, which shall be deleted in accordance with Sustainix AI's retention schedule) unless retention is required by law.

15. Invoice Disputes

15.1 If the Client disputes an invoice, it must submit a written complaint within 30 days of the invoice date, failing which the invoice is deemed accepted. Deficiencies that could not reasonably have been discovered within that period must be reported immediately upon discovery and in any event within 30 days of termination of the Agreement.

16. Intellectual Property

16.1 All intellectual property rights in the Platform, including the software, AI models, algorithms, scoring logic, designs and trademarks, rest exclusively with Sustainix AI. Nothing in these Terms transfers any intellectual property right to the Client save for the limited licence set out in Clause 7.

16.2 AI Output and Platform reports generated on the basis of Client Data may be used by the Client for its internal business purposes and for sharing with its own clients, advisors, investors and regulators. The Client shall not represent AI Output as the output of an accredited BREEAM assessor or as an official BREEAM result.

16.3 Any feedback, suggestions or ideas provided by the Client regarding the Platform may be used by Sustainix AI without restriction or compensation.

16.4 The Client grants Sustainix AI the following marketing and reference rights: (a) the right to use the Client's name and logo to identify the Client as a customer on Sustainix AI's website, marketing materials, pitch decks and investor materials; (b) the right to identify the Client as a public reference, including by name, on request from prospective clients and investors; (c) the right to publish a written case study describing the engagement, with the Client's reasonable input on factual accuracy (such input not to be unreasonably withheld); and (d) the right to use anonymised, aggregated metrics and outcomes from the engagement in marketing, investor and conference materials.

16.5 The rights granted in Clause 16.4 are non-revocable for the duration of the Agreement and for 12 months after its termination. Thereafter, the Client may withdraw the rights on 30 days' written notice, save that anonymised, aggregated metrics under Clause 16.4(d) may continue to be used by Sustainix AI without time limit.

16.6 If the Client provides Sustainix AI with data or materials on which third-party intellectual property rights are vested, the Client shall indemnify Sustainix AI against all third-party claims arising therefrom.

17. Confidentiality

17.1 Each party shall keep confidential the Confidential Information of the other, use it only for the purposes of the Agreement, and protect it with the same degree of care it applies to its own confidential information and in any event with reasonable care.

17.2 Confidentiality obligations do not apply to information that: (a) is or becomes publicly available other than through breach of this Clause; (b) is independently developed by the receiving party; (c) is lawfully received from a third party without confidentiality obligation; or (d) is required to be disclosed by law or regulatory authority, subject to reasonable prior notice to the other party where legally permitted.

17.3 Confidentiality obligations survive for 3 years after termination of the Agreement. Trade secrets remain protected for as long as they retain trade secret status under applicable law.

18. Force Majeure

18.1 Neither party is liable for delay or failure in performance caused by circumstances beyond its reasonable control, including strikes, fire, flood, pandemic, war, terrorism, cyberattack, major network

or cloud-provider outage, or governmental measures ("Force Majeure"). Payment obligations for Services already performed are not suspended.

18.2 The affected party shall notify the other without undue delay of the Force Majeure event and shall use reasonable efforts to mitigate its effects. Affected obligations are suspended for the duration of the Force Majeure event.

18.3 If a Force Majeure event continues for more than 60 consecutive days, either party may terminate the affected Agreement by written notice. Sustainix AI shall refund prepaid fees for Services not yet rendered.

19. Change in Law

19.1 If a change in applicable law or regulation materially affects Sustainix AI's ability to perform the Services, the parties shall meet in good faith to agree on reasonable adjustments (including pricing). If no agreement is reached within 30 days, either party may terminate the affected Agreement, and Sustainix AI shall refund prepaid fees for Services not yet rendered.

20. Liability

20.1 The Services are provided on a best-efforts basis (inspanningsverbintenis). Sustainix AI shall make every reasonable effort to deliver the Services to the Client's satisfaction but cannot guarantee that AI Output or other outcomes will fully match the Client's expectations or the results of a formal BREEAM assessment.

20.2 Subject to Clauses 20.4 and 20.5, Sustainix AI is only liable for direct damages resulting from breaches of the Agreement attributable to Sustainix AI's intent or gross negligence. All other liability is excluded, including liability for indirect or consequential damages, loss of profit, loss of data, business interruption or reputational harm.

20.3 Subject to Clauses 20.4 and 20.5, Sustainix AI's aggregate liability under or in connection with the Agreement in any 12-month period shall not exceed the lower of: (a) the Subscription fees paid by the Client to Sustainix AI in the 12 months preceding the event giving rise to the claim; or (b) the amount actually paid out under Sustainix AI's professional liability insurance in respect of the claim.

20.4 Nothing in these Terms limits or excludes liability that cannot be limited or excluded under mandatory applicable law, including liability for intent, death or personal injury.

20.5 Sustainix AI shall defend the Client against any third-party claim that the Platform, as provided by Sustainix AI, infringes such third party's intellectual property rights, and shall pay any damages finally awarded against the Client, provided that the Client: (i) notifies Sustainix AI promptly; (ii) gives Sustainix AI sole control of the defence and settlement; and (iii) provides reasonable cooperation. Sustainix AI may, at its option, modify the Platform to make it non-infringing, procure a licence, or terminate the affected Subscription with a pro-rata refund of prepaid fees. This Clause 20.5 does not apply to claims arising from: (a) modifications not made by Sustainix AI; (b) combination with third-party products not approved by Sustainix AI; or (c) continued use after Sustainix AI has offered a non-infringing alternative. This is the Client's sole and exclusive remedy for IP infringement by the Platform.

20.6 The Client shall indemnify and hold Sustainix AI harmless from any third-party claim arising from: (a) the Client's breach of Clauses 7 or 8; (b) Client Data, including any claim that Client Data infringes third-party rights or was processed without an appropriate legal basis; or (c) decisions taken by the Client on the basis of AI Output.

20.7 A prerequisite for any right to compensation is that the Client reports the damage to Sustainix AI in writing as soon as reasonably possible, and in any event within 30 days of becoming aware of the relevant event and within 6 months of the event itself.

21. Term and Termination

21.1 Each Subscription is entered into for the term specified in the Order Form and renews automatically for successive terms of equal duration unless either party provides written notice of non-renewal at least 60 days before the end of the then-current term.

21.2 Either party may terminate the Agreement with immediate effect if the other party: (a) materially breaches the Agreement and fails to remedy the breach within 30 days of written notice (or 14 days for monetary breaches); or (b) becomes insolvent, is subject to bankruptcy proceedings, or ceases operations.

21.3 Sustainix AI may terminate the Agreement immediately by written notice in the event of: (a) continued payment default under Clause 6.7; (b) material breach of Clause 7 or Clause 8; or (c) Client conduct that poses a security or reputational risk to Sustainix AI or its other clients.

21.4 Upon termination of the Agreement for any reason: (a) the Client's right to access the Platform ceases immediately; (b) Clause 14.8 governs data export and deletion; (c) prepaid fees are non-refundable except where expressly provided in this Agreement; and (d) in the case of premature termination by the Client other than for Sustainix AI's material breach, the Client remains liable for all fees due for the remainder of the contracted Subscription term.

22. Survival

22.1 Clauses 6 (to the extent amounts remain due), 7.3, 11.2, 14, 15, 16, 17, 20, 21.4, 22, 23, 25, 26, 27, 28 and 30 survive termination of the Agreement.

23. Non-Solicitation

23.1 During the term of the Agreement and for 1 year after its termination, the Client shall not solicit for employment or engagement any employee or contractor of Sustainix AI with whom the Client had material contact in connection with the Services, without Sustainix AI's prior written approval. General recruiting advertisements not targeted at Sustainix AI personnel are not a breach of this Clause.

23.2 Breach of Clause 23.1 triggers an immediately payable penalty of €10,000 per breach, plus €250 per day the breach continues, capped at €50,000 in aggregate, without prejudice to Sustainix AI's right to claim damages in excess of this amount if actual damages are higher.

24. Change of Control

24.1 A change of control of either party does not automatically terminate the Agreement. However, if the Client undergoes a change of control in favour of a direct competitor of Sustainix AI, Sustainix AI may terminate the affected Subscription on 30 days' written notice with a pro-rata refund of prepaid fees.

25. Assignment

25.1 Neither party may assign or transfer the Agreement, in whole or in part, without the other party's prior written consent, save that Sustainix AI may assign the Agreement to an Affiliate or in connection with a merger, acquisition or sale of all or substantially all of its business or relevant assets.

26. Tax

26.1 All fees are exclusive of VAT and other applicable taxes. If any withholding or similar tax applies to a payment to Sustainix AI, the Client shall gross up the payment so that Sustainix AI receives the amount it would have received absent the withholding.

27. Notices

27.1 Notices under the Agreement must be in writing and are effective when delivered by Email to dragos.avram@sustainix.ai for Sustainix AI, and to the contact Email designated by the Client in the Order Form. Legal notices of termination or material breach must additionally be confirmed in writing to the registered office of the relevant party.

28. Miscellaneous

28.1 No failure or delay by a party in exercising any right under the Agreement constitutes a waiver of that right.

28.2 The Agreement (including the Order Form, the DPA and these Terms) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations or agreements, whether written or oral.

28.3 The English version of these Terms is the binding version. Any translation is provided for convenience only.

28.4 Electronic acceptance (including by click-through or Email confirmation) is valid, enforceable and legally binding.

29. Complaints Procedure

29.1 Sustainix AI is committed to providing high-quality services. If the Client is dissatisfied with the Services, it may submit a complaint to dragos.avram@sustainix.ai. Sustainix AI will acknowledge the complaint within 5 working days and seek to resolve it promptly.

30. Governing Law and Jurisdiction

30.1 These Terms and all Agreements are governed by the laws of the Netherlands.

30.2 Any dispute arising out of or in connection with the Agreement or these Terms shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

ANNEX 1 - DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") forms part of the Agreement between Sustainix AI B.V. (KvK 42070784) ("Sustainix AI" or "Processor") and the Client ("Controller") and governs the Processing of Personal Data by Sustainix AI on behalf of the Client in connection with the Services. In the event of conflict between this DPA and the Terms in relation to the Processing of Personal Data, this DPA prevails.

1. Definitions

1.1 Capitalised terms used but not defined in this DPA have the meanings given in the Terms.

1.2 "Data Protection Law" means the GDPR and any applicable national data protection legislation of the EEA member state in which the Controller is established.

1.3 "Personal Data Breach" has the meaning given in Article 4(12) GDPR.

1.4 "Processing", "Controller", "Processor", "Data Subject", "Supervisory Authority" and "Sub-processor" have the meanings given in the GDPR.

2. Roles and Subject Matter of Processing

2.1 In respect of the Processing of Personal Data carried out under the Agreement, the Client acts as Controller and Sustainix AI acts as Processor.

2.2 The subject matter, duration, nature and purpose of the Processing, the types of Personal Data, the categories of Data Subjects and the location of Processing are set out in Schedule A.

2.3 Each party shall comply with its respective obligations under Data Protection Law.

3. Processor Obligations

3.1 Sustainix AI shall Process Personal Data only on the documented instructions of the Client, including those set out in the Agreement, the Order Form and this DPA, and for no other purpose. If Sustainix AI is required by EU or member state law to Process Personal Data for another purpose, it shall inform the Client of that legal requirement before Processing, unless prohibited by law.

3.2 Sustainix AI shall ensure that persons authorised to Process Personal Data are bound by written confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

3.3 Sustainix AI shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as set out in Schedule B and in accordance with Article 32 GDPR.

3.4 Taking into account the nature of the Processing, Sustainix AI shall assist the Client by appropriate technical and organisational measures, insofar as possible, in fulfilling the Client's obligation to respond to requests by Data Subjects exercising their rights under Chapter III GDPR.

3.5 Sustainix AI shall assist the Client in ensuring compliance with its obligations under Articles 32 to 36 GDPR, taking into account the nature of the Processing and the information available to Sustainix AI.

3.6 Sustainix AI shall make available to the Client all information reasonably necessary to demonstrate compliance with this DPA and Article 28 GDPR.

4. Sub-processors

4.1 The Client grants Sustainix AI general written authorisation to engage Sub-processors for the Processing of Personal Data under the Agreement.

4.2 Sustainix AI maintains a current list of Sub-processors, available on request. The Sub-processors engaged as at the effective date of this DPA are listed in Schedule C.

4.3 Sustainix AI shall notify the Client of any intended addition or replacement of Sub-processors at least 30 days before the change takes effect. The Client may object to the change on reasonable data protection grounds within 15 days of the notification. If the objection cannot be resolved by the parties within a further 15 days, the Client may terminate the affected Service with a pro-rata refund of prepaid fees for the unused portion.

4.4 Sustainix AI shall impose on each Sub-processor contractual obligations equivalent to those set out in this DPA and shall remain fully liable to the Client for the acts and omissions of its Sub-processors to the same extent as for its own.

5. International Transfers

5.1 Sustainix AI shall Process Personal Data within the European Economic Area (EEA).

5.2 Any transfer of Personal Data to a country outside the EEA shall rely on an appropriate transfer mechanism under Chapter V GDPR, including (where applicable) the European Commission's Standard Contractual Clauses, which the parties agree are incorporated by reference into this DPA on signature of the Agreement.

6. Personal Data Breach

6.1 Sustainix AI shall notify the Client of any Personal Data Breach affecting Personal Data Processed under the Agreement without undue delay, and in any event within 72 hours of becoming aware of it.

6.2 The notification shall include, to the extent the information is available: (a) a description of the nature of the Breach, including where possible the categories and approximate number of Data Subjects and records concerned; (b) the likely consequences of the Breach; (c) the measures taken or proposed to address the Breach and mitigate its possible adverse effects; and (d) the name and contact details of a point of contact for further information.

6.3 Sustainix AI shall cooperate with the Client and take such reasonable steps as the Client directs to assist with the investigation, mitigation and remediation of any Personal Data Breach.

7. Audit Rights

7.1 Sustainix AI shall, no more than once in any 12-month period (or more frequently where required following a confirmed Personal Data Breach or by a Supervisory Authority), allow the Client or an independent auditor appointed by the Client to audit Sustainix AI's compliance with this DPA.

7.2 Audits shall: (a) be conducted during normal business hours on at least 30 days' prior written notice; (b) not unreasonably disrupt Sustainix AI's operations; (c) be subject to reasonable confidentiality obligations; and (d) be at the Client's cost, unless the audit reveals a material breach by Sustainix AI of this DPA.

7.3 Sustainix AI may satisfy its audit obligations under this Clause 7 by providing the Client with copies of relevant independent third-party audit reports or certifications (for example ISO 27001, SOC 2 Type II), provided these reasonably cover the scope of the proposed audit.

8. Return and Deletion of Personal Data

8.1 On termination or expiry of the Services, Sustainix AI shall, at the Client's choice, return or delete all Personal Data Processed under the Agreement in accordance with Clause 14.8 of the Terms, unless EU or member state law requires retention of the Personal Data.

9. Records of Processing

9.1 Sustainix AI shall maintain records of all categories of Processing activities carried out on behalf of the Client in accordance with Article 30(2) GDPR, and shall make such records available to the Client or a Supervisory Authority on reasonable request.

10. Liability

10.1 Each party's liability arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations and exclusions of liability set out in Clause 20 of the Terms, which apply to the aggregate liability of Sustainix AI under the Agreement and this DPA taken together.

11. Term

11.1 This DPA takes effect on the effective date of the Agreement and continues for the duration of the Processing of Personal Data under the Agreement. The obligations of Sustainix AI under Clauses 3.2, 6, 8, 9 and 10 survive the termination of this DPA to the extent required.

SCHEDULE A: DETAILS OF PROCESSING

Subject matter of Processing: Provision of the Sustainix AI Platform for BREEAM In Use Assessment, certification workflow support, feasibility analysis and related digital tools, as described in the Order Form.

Duration of Processing: The duration of the Subscription under the Order Form, plus any retention period required by applicable law or agreed under Clause 14.8 of the Terms.

Nature and purpose of Processing: Hosting, storage, analysis, transformation, display and transmission of Client Data in order to generate BREEAM-related assessments and outputs, provide Users with access to the Platform, and provide related support and advisory services.

Types of Personal Data: Identification and contact details of Users (name, email address, job title, employer); contact details of Client personnel involved in the Services; limited contact details of third parties referenced in Client Data (e.g. facility managers, building surveyors, inspectors); any Personal Data incidentally contained within Client Data uploaded to the Platform (e.g. within inspection reports, energy certificates, photographs or building documents).

Categories of Data Subjects: Users of the Platform; employees, officers and contractors of the Client; third-party individuals whose personal details appear in Client Data, including facility managers, tenants, surveyors and inspectors.

Special categories of Personal Data: Not intended. The Client shall not upload special categories of Personal Data (Article 9 GDPR) or data relating to criminal convictions (Article 10 GDPR) to the Platform unless expressly agreed with Sustainix AI in writing.

Processing locations: Primary Processing of Client Data is within the European Economic Area. Certain Sub-processors listed in Schedule C are established in the United States or process limited administrative or support data in the United States, in each case under the European Commission's Standard Contractual Clauses or another transfer mechanism permitted under Chapter V GDPR.

SCHEDULE B: TECHNICAL AND ORGANISATIONAL MEASURES

Sustainix AI implements and maintains technical and organisational measures appropriate to the risk in accordance with Article 32 GDPR. As an early-stage company, Sustainix AI's measures are calibrated to its current scale of operations and will mature as Sustainix AI grows. The following describes Sustainix AI's current measures and intended evolution.

Access Control

Password-based access controls with strong password requirements; role-based access controls for Sustainix AI staff; principle of least privilege; revocation of access on role change or termination. Multi-factor authentication and User-level access controls will be implemented as Sustainix AI scales.

Encryption

Data in transit encrypted using TLS 1.2 or higher; data at rest encrypted using AES-256 or equivalent; encryption keys managed under industry-standard key management practices.

Pseudonymisation and Minimisation

Processing limited to what is necessary for the provision of the Services. Pseudonymisation will be applied as Sustainix AI scales, where technically feasible and appropriate to the Processing purpose.

Network and Application Security

Cloud provider-level firewalls and network security; secure software development practices including code review and dependency management. Formal vulnerability scanning, intrusion detection and periodic penetration testing will be implemented as Sustainix AI scales.

Availability and Resilience

Regular encrypted back-ups via cloud provider services; redundancy at hosting infrastructure level; monitoring of system availability. Formal disaster recovery and business continuity documentation will be developed as Sustainix AI scales.

Confidentiality of Personnel

All Sustainix AI personnel are bound by written confidentiality undertakings. Formal data protection and information security training will be implemented as Sustainix AI scales.

Incident Management

Personal Data Breach notification to Clients within 72 hours of becoming aware; post-incident review and remediation. Formal documented incident response procedures and 24/7 monitoring will be implemented as Sustainix AI scales.

Vendor and Sub-processor Management

Sub-processors selected from established providers with appropriate data protection compliance; written data processing agreements in place with Sub-processors handling Personal Data on Sustainix AI's behalf.

Physical Security

Production data is stored on cloud infrastructure operated by reputable providers (e.g. AWS, Microsoft Azure or equivalent), benefiting from such providers' physical security measures and certifications.

Regular Review and Testing

Periodic review of technical and organisational measures. Formal annual review and documented risk assessments will be implemented as Sustainix AI scales.

SCHEDULE C: SUB-PROCESSORS

The following Sub-processors are engaged by Sustainix AI as at the effective date of the Agreement. An up-to-date list is available on request. To deliver the Services, Sustainix AI relies on third-party service providers ("Sub-processors"), some of which are incorporated outside the European Economic Area (EEA), including in the United States. All Client Data is stored and processed at rest within the EEA. Sustainix AI does not transfer Client Data to a third country for the purpose of storage or model inference. Where a Sub-processor is incorporated outside the EEA, it may access Personal Data remotely for support, maintenance and security purposes, and limited technical data may be processed outside the EEA for those purposes. Such access constitutes a transfer under Chapter V of the GDPR, and Sustainix AI ensures that an appropriate safeguard is in place in every such case, applying the Standard Contractual Clauses adopted by the European Commission and, where available, the EU-U.S. Data Privacy Framework. Should Sustainix AI in future engage a Sub-processor that requires Personal Data to be transferred outside the EEA for storage or processing, such transfer will likewise be governed by an appropriate safeguard under Chapter V of the GDPR, and the change will be notified in accordance with clause 4.3.

(a) Application hosting - Vercel Inc.

The Platform's front-end application and serverless functions are hosted within the European Economic Area, in Frankfurt (Germany), Stockholm (Sweden), Paris (France) and Dublin (Ireland), and all Client Personal Data remains within the EEA. The hosting provider, Vercel Inc., is incorporated in the United States; limited technical data may be processed there for security and denial-of-service (DDoS) protection purposes. Any such processing is safeguarded by (i) the EU-U.S. Data Privacy Framework (DPF), under which Vercel Inc. is self-certified and which the European Commission has recognised (Article 45 GDPR) as providing an adequate level of protection for personal data transferred from the EEA to the United States; and (ii) the Standard Contractual Clauses (SCCs) adopted by the European Commission, which Vercel incorporates into its Data Processing Addendum as a further safeguard that remains valid even if the DPF were to be invalidated.

(b) Database, authentication and file storage - Supabase Inc.

Account data, database records and uploaded documents are stored within the European Economic Area, in Stockholm (Sweden), Dublin (Ireland) and Frankfurt (Germany). The provider, Supabase Inc., is incorporated in the United States; to the extent it may access that data from outside the EEA, such access is governed by the Standard Contractual Clauses incorporated into Supabase's Data Processing Addendum.

(c) Background processing infrastructure - Railway Corp.

Background worker and processing services run on compute located within the European Economic Area, in Amsterdam (the Netherlands). The provider, Railway Corp., is incorporated in the United States; to the extent it may access Personal Data from outside the EEA, such access is governed by the Standard Contractual Clauses incorporated into Railway's Data Processing Addendum.

(d) Document parsing and extraction - LlamaIndex, Inc.

Uploaded documents are parsed and structured by LlamaIndex, Inc. using its European region, where the data is stored and processed within the EEA (Frankfurt, Germany). LlamaIndex does not use submitted content to train its models, and parsed documents are automatically and permanently deleted within 48 hours of processing. LlamaIndex, Inc. is incorporated in the United States; to the extent it may

access that data from outside the EEA, such access is governed by the Standard Contractual Clauses incorporated into LlamaIndex's Data Processing Addendum.

(e) LLM gateway and routing - Requesty Ltd.

Requests to language-model providers are routed through Requesty's European gateway, hosted within the European Economic Area in Frankfurt (Germany), where all processing and storage by Requesty takes place. Requesty operates in zero-data-retention mode for the Services: request and response content is not stored, and operational monitoring is limited to metadata such as token counts, latency and cost. Requesty Ltd is incorporated in the United Kingdom; transfers of Personal Data are made on the basis of the European Commission's adequacy decision for the United Kingdom (Article 45 GDPR) and, in the alternative, the Standard Contractual Clauses incorporated into Requesty's Data Processing Addendum. Requesty engages its own sub-processors in connection with the gateway; a current list is maintained publicly by Requesty, and any changes are reviewed by Sustainix AI in accordance with clause 4.3.

(f) AI language-model services - Mistral AI SAS

Certification outputs and assessment content may be generated using the artificial-intelligence models of Mistral AI SAS, accessed through EU-region endpoints via the gateway described at (e) above. Mistral AI SAS is incorporated in France and processes Customer Data on infrastructure located within the European Union; accordingly, no transfer of Personal Data outside the European Economic Area arises in respect of this Sub-processor. Under Mistral's Data Processing Addendum, Customer Data and Outputs are not used to train Mistral's models.