

General Terms and Conditions of Services

Effective date: 16/02/2026

These General Terms and Conditions ("GTC") govern the provision of the Solution and Services by Square Sense, a Société par Actions Simplifiée registered in France ("Provider"), under number 834220162 RCS Paris, to the professional entity identified in the applicable Service Order ("Client").

By signing a Service Order, the Client agrees to be bound by these GTC.

1. Definitions

- **“Activation Fee”**: The one-off fee specified in the Service Order. It covers logistics, installation labor, sensor calibration, and the data engineering/analyst work required to configure the Platform. It does not constitute a purchase price for the Hardware.
- **“Agreement”**: The contractual ensemble formed by the applicable Service Order and these General Terms and Conditions (GTC).
- **“Billing Start Date”**: The date on which the Subscription Fees begin to accrue, defined as the earlier of (i) the Go-Live Date or (ii) three (3) months after the Effective Date.
- **“Building”**: The specific real estate asset(s) identified in the Service Order where the Solution is to be deployed.
- **“Connectivity”**: The hardware infrastructure (e.g., Gateways) provided by Square Sense to transmit data from the Sensors to the Platform.
- **“Contextual Data”**: Data imported into the Platform from external sources (APIs, BMS, CSV uploads, Lease data).
- **“Data Capture Rate”**: The ratio of successful Direct Data transmissions received by the Platform versus the expected number of transmissions in a given month.
- **“Data Output”**: The collective set of Direct Data, Contextual Data, and Reconstructed Data displayed on the Platform.
- **“Data Output Guarantee”**: The service level commitment regarding the capture of Direct Data, as described in Section 7.
- **“Direct Data”**: The raw environmental and usage measurements collected directly by the Hardware sensors, controlled and operated by Square Sense.

- **“Effective Date”**: The date of signature of the Service Order by the last signing Party.
- **“Fees”**: Collectively, the Activation Fees and the recurring Subscription Fees.
- **“Go-Live Date”**: The date on which Square Sense provides the Client with access credentials to the Platform and the Data Output becomes visible.
- **“HaaS” (Hardware-as-a-Service)**: The contractual model whereby Square Sense retains full ownership of the Hardware while granting the Client a right to use it.
- **“Hardware”**: Sensors, gateways, and connectivity devices provided by Square Sense to the Client under the HaaS model.
- **“Insights”**: Alerts and recommendations generated by the Platform via a hybrid intelligence process (AI + Human validation).
- **“Module”**: A functional package of the Platform (e.g., “Portfolio Radar”, “Tenant Radar”) comprising specific software, data and analytics features and intelligence processes and the associated Hardware required to operate them.
- **“Platform”**: The Square Sense software interface, dashboards, and proprietary Artificial Intelligence algorithms, as well as the resulting Insights (alerts and recommendations) which are generated via a hybrid intelligence process combining automated data processing and validation by the domain experts.
- **“Reconstructed Data”**: Data points generated by AI algorithms to fill temporal gaps in Direct Data.
- **“Service Order”**: The document signed by the Client specifying the commercial terms (Buildings, Modules, Fees, Term).
- **“Term”**: The duration of the Agreement, comprising the Initial Term and any Renewal Terms.

2. Contractual Structure

2.1. Hierarchy. The Agreement consists of (i) the Service Order and (ii) these GTC. In the event of a conflict, the Service Order shall prevail.

2.2. Entire Agreement. This Agreement supersedes all prior agreements and expressly excludes any General Purchasing Conditions of the Client.

2.3. Professional Status. The Client acts in a professional capacity and acknowledges it does not benefit from consumer protection rights.

3. Duration and Firm Commitment

3.1. Initial Term. The Agreement shall continue for a firm period of thirty-six (36) months (the “Initial Term”), calculated from the Billing Start Date.

3.2. Automatic Renewal. Upon expiration of the Initial Term, the Agreement shall automatically renew for periods of twelve (12) months (each a “Renewal Term”), unless terminated by registered letter at least three (3) months prior to the end of the current Term.

3.3. Exclusion of “Imprévision”. The Parties expressly waive Article 1195 of the French Civil Code.

3.4. No Termination for Convenience. The Fees are calculated based on the firm commitment of the Initial Term. Early termination is not permitted. In the event of attempted early termination, all remaining Fees for the Term become immediately due.

4. Services and Modules

4.1. Modules & Hardware. The Service Order specifies the Modules subscribed to by the Client. The subscription to a Module includes: (i) access to the relevant software features, (ii) the provision on a HaaS basis of the necessary Hardware required to operate that Module, and (iii) analytical outputs.

4.2. Works, Maintenance & Access. Square Sense (or its authorized subcontractors) will install and maintain the Hardware at the Client’s premises. The Client undertakes to provide necessary access to the Building during normal business hours for installation, maintenance, or replacement interventions. If Square Sense is unable to access the Building to repair or replace defective Hardware due to the Client’s refusal or delay, the Data Output Guarantee (Section 7) shall be suspended for the duration of such lack of access.

4.3. Connectivity. Square Sense provides the connectivity infrastructure (e.g., 4G/5G Gateways). The Client agrees not to interfere with these devices.

5. Hardware as a Service (HaaS)

5.1. Retention of Title & Discretion.

(a) Ownership: Square Sense retains full and exclusive ownership of all Hardware. The Activation Fee remunerates the service of deployment, calibration, and data engineering, and does not convey ownership of the Hardware to the Client.

(b) Quantity: Square Sense shall determine, at its sole technical discretion, the type and quantity of Hardware required to meet the Data Output Guarantee for the subscribed Modules.

5.2. Custody. Upon installation, the legal custody of the Hardware transfers to the Client (Art. 1242 Civil Code of France). The Client agrees to provide a suitable environment and not move or modify the Hardware.

5.3. Replacement. Hardware lost, stolen, or damaged due to Client negligence or third-party actions will be replaced at the Client's expense.

5.4. Removal. Upon termination or expiration of the Agreement, Square Sense shall have the right to access the premises to remove the Hardware. The Client acknowledges that the removal of sensors and gateways may leave minor cosmetic marks (e.g., screw holes, adhesive residue) on walls or ceilings. Square Sense shall not be required to repair, patch, paint, or restore the premises to their original condition following such removal, unless the damage caused exceeds normal wear and tear associated with standard installation methods.

6. Data Categories and Processing

6.1. Direct Data (IoT). Square Sense provides the Hardware necessary to collect Direct Data with standard technology tolerances.

6.2. Contextual Data. Square Sense accepts no liability for errors in analytics resulting from inaccurate Contextual Data provided by the Client or third parties.

6.3. Reconstructed Data. The Client acknowledges that Reconstructed Data (gap-filling via AI) is a probabilistic estimation to ensure service continuity.

6.4. Nature of Recommendations (Hybrid Intelligence). The Client acknowledges that the Insights (alerts and recommendations) provided by the Platform result from a combination of AI models and human validation. While Square Sense uses its best professional expertise to ensure the relevance and nuance of these Insights:

(a) Information Only: They constitute decision-support information, not mandatory instructions or technical audits.

(b) No Transfer of Decision: The Client remains solely responsible for the operational decisions taken based on these Insights (e.g., renewing the tenant agreement, changing temperature setpoints, launching maintenance works). Square Sense shall not be liable for the consequences of such decisions.

7. Service Levels and Guarantees

7.1. Direct Data Guarantee. Square Sense guarantees a Data Capture Rate of 95% for Direct Data (measured monthly).

7.2. Remedy. The sole remedies for data gaps are (a) the application of Reconstructed Data and (b) the repair/replacement of defective Hardware. The Client waives Article 1223 of the French Civil Code.

7.3. Exclusions. Guarantees do not apply to gaps caused by power and connectivity outages, physical obstruction, inability to access the premises to perform maintenance, Force Majeure, or Contextual Data failures.

8. Financial Conditions

8.1. Invoicing Triggers.

(A) Activation Fees: Invoiced upon signature of the Service Order.

(B) Subscription Fees: Invoicing commences on the “Billing Start Date”, defined as the earlier of: (1) The “Go-Live” date; OR (2) Three (3) months after the date of signature of the Service Order.

8.2. Payment Terms. Invoices are payable within thirty (30) days, date of invoice. Subscription Fees invoices are payable annually in advance.

8.3. Late Payment. Interest at 3x the legal rate + €40 recovery fee.

8.4. Indexation. Fees are fixed for the first year. On Jan 1st of each year, Subscription Fees are adjusted based on the SYNTEC Index.

9. Intellectual Property & Data

9.1. Provider IP. Square Sense owns the Platform, Hardware firmware, and algorithms.

9.2. Client Data. Client owns Direct Data and Personal Data.

9.3. Aggregated Data. Square Sense owns the aggregated, anonymized Data Output and may use it for its indexes or benchmarking.

10. Confidentiality

10.1. Definition. Each Party (“Receiving Party”) agrees to keep strictly confidential all Confidential Information received from the other Party (“Disclosing Party”). Confidential Information includes the content of the Agreement, Fees, technical specifications, and Data Output.

10.2. Obligations. The Receiving Party shall: (a) use Confidential Information solely for the performance of the Agreement; (b) not disclose it to any third party without prior written consent (except to employees/advisors on a need-to-know basis); and (c) protect it with the same degree of care as its own confidential information.

10.3. Exceptions. Obligations do not apply to information that: (i) is public knowledge; (ii) was already known to the Receiving Party; or (iii) is required to be disclosed by law or court order.

10.4. Survival. This confidentiality obligation shall survive for a period of three (3) years following the termination or expiration of the Agreement.

11. Asset Disposal and Assignment

11.1. Assignment on Sale. In the event the Client sells a Building, the Client may assign the Service Order to the new owner upon providing thirty (30) days’ prior written notice.

11.2. Liability. If the Assignee refuses to assume the Agreement, the Client remains fully liable for all Fees due for the remainder of the Initial Term.

12. Liability

12.1. Cap. Liability is limited to direct material damages and capped at the total Fees paid in the twelve (12) months preceding the claim.

12.2. Exclusions. No liability for indirect damages, loss of profits, or commercial prejudice.

13. Mutual Indemnification

13.1. Provider Indemnification. Square Sense shall defend, indemnify, and hold harmless the Client against any third-party claim alleging that the Platform, the Hardware, or the Solution as provided by Square Sense infringes any intellectual property right of a third party.

13.2. Client Indemnification. The Client shall defend, indemnify, and hold harmless Square Sense against any third-party claim arising from: (a) the Client's use of the Platform or the Data Output in breach of this Agreement; (b) inaccurate or unlawful Contextual Data provided by the Client.

13.3. Procedure. The indemnified Party shall: (i) promptly notify the indemnifying Party in writing of the claim; (ii) grant the indemnifying Party sole control of the defense and settlement; and (iii) provide reasonable cooperation at the indemnifying Party's expense. Failure to provide timely notice shall reduce the indemnifying Party's obligation only to the extent it is materially prejudiced.

13.4. Cap. The indemnification obligations under this Section 12A are subject to the limitations set forth in Section 12.1 (Cap) and Section 12.2 (Exclusions), except that such limitations shall not apply to claims arising from wilful misconduct (faute intentionnelle) or gross negligence (faute lourde).

14. Force Majeure

Neither party shall be liable for delay or failure to perform (excluding payment obligations) due to Force Majeure (Art. 1218 Civil Code).

15. Personal Data (GDPR – Article 28 Compliance)

15.1. Roles. The Parties acknowledge that regarding the processing of Personal Data (e.g., user logins, pseudonymized badge logs), the Client is the Data Controller and Square Sense is the Data Processor.

15.2. Instructions. Square Sense shall process Personal Data solely on the documented instructions of the Client and for the purpose of providing the Services, unless required to do so by applicable law.

15.3. Confidentiality. Square Sense ensures that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

15.4. Security. Square Sense implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR.

15.5. Sub-processors. **(a) Authorization:** The Client grants a general authorization to Square Sense to engage sub-processors (e.g., cloud hosting providers, data analytics tools). A current list is available upon request. **(b) Changes & Objection:** Square Sense shall inform the Client of any intended changes concerning the addition or replacement of sub-processors at least thirty (30) days in advance. The Client may object to such changes for legitimate data protection reasons. If the Parties cannot resolve the objection, the Client may terminate the affected Service Order.

15.6. Assistance to Controller. Square Sense shall, taking into account the nature of the processing, assist the Client: **(a) Data Subject Requests:** By appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights (e.g., right of access, rectification, erasure). **(b) Compliance:** In ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (security, data breach notification, data protection impact assessments (DPIA), and prior consultation).

15.7. Audit Rights. Square Sense shall make available to the Client all information necessary to demonstrate compliance with Article 28. The Client may perform audits (including inspections) conducted by the Client or an independent auditor mandated by the Client. **(a) Conditions:** Audits are limited once per year, must be notified thirty (30) days in advance, shall occur during business hours, and must not disrupt Square Sense's business operations. **(b) Cost:** All costs associated with the audit shall be borne by the Client, unless the audit reveals a material breach by Square Sense.

15.8. International Transfers. If Personal Data is transferred outside the European Economic Area (EEA) or the UK to a country not recognized as ensuring an adequate level of protection, the Parties agree to abide by the Standard Contractual Clauses (SCCs) adopted by the European Commission, which are incorporated herein by reference.

15.9. Return or Deletion. At the choice of the Client, Square Sense shall delete or return all the Personal Data to the Client after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data.

15.10. Nature of Sensor Data (No Personal Data). Square Sense warrants that the Hardware and Sensors installed at the Client's premises are designed to measure exclusively physical and environmental parameters (e.g., temperature, humidity, CO2 levels, noise levels in decibels, energy consumption) and anonymous occupancy metrics (e.g., presence detection via passive infrared). The Solution does not use facial recognition, or biometric scanners, and does not collect direct personal identifiers of the building's tenants, users, or occupants. Consequently, the raw data collected by the Hardware does not constitute "Personal Data" under Data Protection Laws.

15.11. Optional Access Control Data. In the event the Client specifically requests to integrate Access Control Data (e.g., badge logs) as part of the Contextual Data, the Client acts as the Data Controller and warrants that it has the legal basis to share such data with Square Sense. Square Sense agrees to process such Access Control Data solely for the purpose of generating anonymous occupancy analytics. The Client shall ensure that such data is pseudonymized (e.g., Badge IDs only, no names) before transfer to Square Sense and Client undertakes not to provide Square Sense with the "decryption key".

16. Termination for Cause & Suspension

16.1. Termination for Breach. Either Party may terminate the Agreement in the event of a material breach by the other Party of its obligations (e.g., non-payment, unauthorized use of Platform), which remains uncured thirty (30) days after receipt of a formal notice via registered letter specifying the breach.

16.2. Insolvency. To the extent permitted by law, either Party may terminate the Agreement immediately if the other Party becomes subject to insolvency proceedings, liquidation, or ceases its business operations.

16.3. Right to Suspend. If the Client fails to pay an invoice within thirty (30) calendar days following a formal notice (mise en demeure) sent by registered letter with acknowledgment of receipt or by email with confirmed receipt, Square Sense shall be entitled to suspend the Client's access to the Platform and the provision of the Services until full payment of all outstanding amounts, including any late payment interest and recovery fees due under Article 8.3. During the suspension period:

(i) The Client's right to access the Platform and the Data Output shall be temporarily disabled;

- (ii) The Hardware shall remain installed at the Client's premises, and the Client's custody obligations under Article 5.2 shall continue to apply;
- (iii) The subscription Fees shall continue to accrue in full, the Client's payment obligations not being affected by the suspension;
- (iv) Square Sense shall use commercially reasonable efforts to preserve the Client's Data during the suspension period but shall not be liable for any data gaps occurring during such period.

17. Effect of Termination (Exit & Reversibility)

17.1. Cessation of Rights. Upon termination or expiration of the Agreement, all rights and licenses granted to the Client shall immediately cease. The Client must stop using the Platform.

17.2. Data Portability. Within ninety (90) days following termination, the Client may request a copy of its Contextual Data and the historical Data Output. Square Sense shall provide such data in a standard machine-readable format (e.g., CSV or JSON) via a secure download link.

17.3. Costs. Standard data export is included. Any request for custom data extraction, specific formats, or transition assistance ("Reversibility") will be subject to a separate quote based on Square Sense's then-current daily rates.

17.4. Deletion. After the ninety (90) day period, Square Sense shall have the right to delete all Client Data from its active production systems, subject to legal archiving obligations.

17.5. Return of Hardware. The Client shall grant Square Sense access to retrieve the Hardware in accordance with Section 5.4. Failure to allow retrieval within thirty (30) days of termination shall entitle Square Sense to invoice the Client for the full replacement value of the Hardware.

18. Modification of Terms

18.1. Updates. Square Sense may update these GTC from time to time. The current version is always available at

www.square-sense.com/general-terms-and-conditions-of-services.

18.2. Applicability.

(a) New Orders: The updated GTC shall apply immediately to any new Service Order signed after the date of publication.

(b) Existing Contracts: For ongoing Service Orders, the version of the GTC in force at the Date of Signature shall remain applicable for the entire duration of the Initial Term.

(c) Renewal: Upon automatic renewal (Renewal Term), the contract shall be governed by the version of the GTC then in force at the start of the Renewal Term, provided Square Sense has notified the Client of the update (e.g., via email or invoice notice) at least thirty (30) days prior.

19. Governing Law and Jurisdiction

This Agreement is governed by French Law. Exclusive jurisdiction is granted to the Commercial Court of Paris (Tribunal de Commerce de Paris).

20. Electronic Signature

The Parties explicitly agree that the Service Orders and any amendments to this Agreement may be signed electronically. In accordance with **Article 1367 of the French Civil Code**, the Parties agree that the use of an electronic signature process constitutes a reliable identification process guaranteeing the link between the signature and the document. Consequently, electronically signed documents shall have the same legal force and probative value as handwritten documents.