

General Terms and Conditions

of casavi GmbH

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1. Scope of application

1.1 casavi GmbH, Sandstraße 33, 80335 Munich (hereinafter referred to as "casavi"), is the operator of the "casavi" Internet platform of the same name. This communication platform for residential complexes serves to simplify communication and service processes between property management companies, owners, tenants and service providers.

1.2 The following General Terms and Conditions shall apply to all business relations between casavi and the customer of the platform. The customer is the person who uses the services of casavi against payment pursuant to Section 2.

1.3 Any terms and conditions of the user that conflict with or deviate from these General Terms and Conditions, even if known, shall not become part of the contract, unless their validity is expressly agreed to in writing by authorized representatives.

1.4 These General Terms and Conditions apply exclusively to contractual relationships between companies and are not directed at consumers.

1.5 These General Terms and Conditions shall apply to all present and future contractual relationships between casavi and the customer until casavi informs the customer of amended general terms and conditions. If the customer does not object to the amended general terms and conditions in writing and giving reasons within two weeks of notification, the amended general terms and conditions shall be deemed accepted.

2. Services provided by casavi/Scope of services

2.1 The subject matter of the contract is the provision of software as a service (hereinafter also referred to as "SaaS services") and the storage of the customer's data (data hosting). casavi shall make SaaS services available to the customer for the duration of the agreement via the internet for use against payment. For this purpose, casavi stores the software on a server which is accessible to the customer via an internet connection. casavi shall be entitled to provide the SaaS services on its own infrastructure and to commission a third party with hosting.

2.2 The concrete scope of performance and functionality of the SaaS services results from the valid service description, which is sent to the customer by email (service order).

The scope of services defined in the service order shall be deemed to be the agreed quality. Decisive for this are the following:

- the defined scope of services of the SaaS services listed in the service order, which is specified in the respective user documentation,
- the suitability for the use assumed in the service order,
- the conditions specified in the service order,
- the conditions set forth below,

In the event of discrepancies, the contractual agreements shall apply in the aforementioned order.

2.3 casavi is continuously developing the SaaS services and the software and will improve them through ongoing updates and upgrades. In general, updates for the software shall be made available to the customer free of charge. However, insofar as these are extensive updates and extensions of the functional scope (e.g. addition of modules) of the software or the SaaS services, these can be provided by casavi as a new product or upgrade and can only be made available to the customer for an additional fee. If such upgrades and extensions are provided free of charge, this may be revoked unilaterally at any time by casavi. The customer shall not be obliged to accept such an upgrade.

3. Registration, conclusion of contract and assurances upon registration

3.1 All offers made by casavi are non-binding and subject to change.

3.2 The contractual use of the platform shall require registration and the creation of a user account by the customer on the casavi platform. By concluding the registration and confirming the service order together with the present General Terms and Conditions, the customer makes an offer to conclude a contract on the use of the platform. casavi shall accept this offer of the user by providing the corresponding services. Only through this the contract between the customer and casavi comes into effect. casavi shall not be obligated to conclude the contract.

3.3 The customer assures that all data provided by him are true and complete. The customer is obligated to keep the data regarding all applications used by him true and complete during the entire term of the contract.

3.4 The customer assures that he is of legal age. In the event that the customer acts on behalf of a legal entity, he assures to be authorized to act on behalf of the legal entity. At the request of casavi, the customer shall provide the information according to this section.

3.5 casavi cannot technically determine with certainty whether a customer registered on the platform actually represents the person he or she claims to be. casavi therefore provides no guarantee for the actual identity of the customer.

3.6 In order to set up a user account on the platform, registration is required, during which the user must choose a password, among other things. The user shall be obliged to keep the password selected by him secret. Should third parties gain knowledge of the user's password, the user shall immediately report this circumstance to casavi and change the password. For its part, casavi shall not pass on the password to third parties and shall only use it for the registration process. For security reasons and to prevent misuse, the user is recommended to change his password at regular intervals. The security and safekeeping of the access data for the use of the platform is the exclusive responsibility of the user.

4. Linkage to relay

4.1 As part of the casavi platform, customers are given the opportunity to network with users of the service provider platform relay [<https://relay.immo>] ("relay") and to interact with them. This is free of charge for casavi customers. For the use of relay by casavi customers, the

following General Terms and Conditions shall apply in accordance with Sections 4.2-4.9 in addition to these General Terms and Conditions.

4.2 The user accounts for casavi and relay are linked with each other and personal data is exchanged between the platforms where applicable. More detailed information on this can be found in the data protection information available at <https://casavi.de/datenschutz>.

4.3 casavi reserves the right to deny customers access to relay.

4.4 The link with relay creates information and communication possibilities, including the possibility to submit ratings between customers of both platforms. Customers also have the option of depositing data and documents and to transmit them.

4.5 The use of relay is free of charge for casavi customers.

4.6 Customers have the possibility to publish invitations to tender ("tenders") and to invite service providers selected according to individual criteria to submit binding offers. Tenders can only be opened by property managers and do not contain a legally binding offer within the meaning of Section 145 of the German Civil Code (BGB), but only constitute an invitation to tender ("invitatio ad offerendum"). Property management companies are free to choose whether and which of the offers received they wish to accept. Unless property management and service provider do not reach a different agreement, a contract is concluded when a service provider accepts the offer of a property management company by sending an individual or a framework contract order.

4.7 Settlement of contracts concluded via relay is the sole responsibility of the customers. casavi shall assume neither a guarantee for the performance nor liability for defects in quality or title of the services owed in each case. casavi shall not be under any obligation to ensure the fulfillment of the contracts concluded between the customers. casavi cannot guarantee the true identity and the power of disposal of the customers. In the event of doubts, both contracting parties shall be obliged to ascertain in a suitable manner the true identity and power of disposal of the other contracting party.

4.8 Customers have the opportunity to rate transactions and their respective contractual partners after their completion. Ratings are freely accessible to all customers of the relay and casavi platform. casavi shall not appropriate the contents of the ratings. Customers are prohibited from including the content listed below (hereinafter referred to as "inadmissible content") in the rating.

4.8.1 untrue statements of fact,

4.8.2 criminal or otherwise unlawful, discriminatory, racist, violent or youth-endangering content,

4.8.3 insults, disparagement, unlawful threats or abusive criticism,

4.8.4 content with no meaningful content, such as strings of numbers, meaningless strings of letters or symbols.

4.8.5 casavi reserves the right, within the scope of what is legally permissible, to evaluate ratings on an anonymous basis for its own purposes and, if necessary, to publish them on the internet, including outside the platform.

4.9 The customer agrees that casavi may disclose information regarding the customer relationship, including logo, company name, properties and residential units of the customer for its own business purposes. This also includes the disclosure of this information to service providers and third parties.

5. Rights of Use to the software

5.1 casavi shall grant the customer the non-transferable, non-exclusive and non-sublicensable right to use the software specified in this agreement for the duration of the contract in accordance with the provisions of this contract. The customer hereby recognizes casavi as the sole licensor of the software and the associated copyrights. to it.

5.2 If the customer receives upgrades or extensions of the scope of use within the meaning of Item 2.3 of this contract free of charge, use to this extent by the customer shall only be tolerated by casavi until revoked at any time and the customer shall not derive any rights of use of any kind from this.

5.3 The customer is entitled to create user accounts for his employees or contractors so that they can use the software on his behalf. The customer may not demand payment from these users for access to the software. The customer shall notify casavi immediately of any breach of contract of which he becomes aware. The customer shall likewise oblige the users just mentioned to notify the customer or casavi immediately of any breach of contract of which they become aware.

6. Data-hosting

6.1 Within the framework of a fair use policy, casavi shall provide the customer with an appropriate storage space on a server for the storage of his data. casavi shall assume that the customer's requirements are within the scope of an average data storage and data transfer volume. In the event of permanently exceeding this average data storage and transfer volume, casavi shall inform the customer thereof in good time and, in the event of an order, provide further storage space as soon as possible. If the storage space is exhausted due to a permanent exceeding of the average data transfer volume without ordering another storage space, no further data will be stored.

6.2 casavi shall ensure that the stored data can be retrieved via the internet.

6.3 The customer commits himself not to store any content on the storage space, the provision, publication and use of which violates applicable law or agreements with third parties.

6.4 casavi shall be obliged to take suitable precautions against data loss and to prevent unauthorized access by third parties to the customer's data. For this, casavi shall carry out daily back-ups and implement suitable security mechanisms.

6.5 casavi shall use state-of-the-art security technologies (e.g. encryption, password and firewall protection) to an economically reasonable extent when providing the services. The

customer undertakes to observe the valid security guidelines and procedures accordingly, which shall be communicated to him within the scope of this agreement.

6.6 The customer shall in any case remain the sole owner of the data and may therefore demand from casavi at any time, in particular after termination of the contract, individual or all data at any time, without casavi having a right of retention. The release of the data shall be effected by transmission via a data network. The customer shall not be entitled to also receive the software suitable for using the data.

6.7 However, the obligation to disclose data pursuant to Section 6.6 does not include data that is made available by third parties using the SaaS services in question. In particular, this does not include data generated on behalf of a third party via its platform account and shared with the customer (e.g. the profile picture of a tenant).

7. Interruption/impairment of accessibility

7.1 Adjustments, changes and additions to the contractual SaaS services as well as measures that serve to determine and remedy malfunctions shall only lead to a temporary interruption or impairment of the accessibility if this is absolutely necessary for technical reasons.

7.2 Monitoring of the basic functions of the SaaS services is performed on a daily basis. The weekly maintenance window will not exceed four (4) hours per week, and will be scheduled at times of low traffic in each case. In the event of serious errors that make the use of the SaaS services impossible or significantly restricted, maintenance shall be performed within two (2) hours of knowledge or notification by the customer. casavi shall notify the customer of the maintenance work in good time and carry it out as soon as possible. Delays in fault clearance for which the customer is responsible (e.g. due to unavailability of a contact person on the customer's side) shall not be counted towards the fault clearance time.

7.3 If it is not possible to rectify the fault within 48 hours, casavi shall inform the customer in writing within this period, stating the reasons and the period of time which is expected to be estimated for the elimination of the error. casavi shall use all means to offer the customer a workaround solution.

7.4 The guaranteed availability of each individual SaaS service is 99% on an annual average, with interruptions for a maximum of 12 hours, calculated on a weekly basis, and continuously for no more than four (4) hours. Downtime during maintenance will not be counted as time of unavailability. The client-side connection to the internet is the responsibility of the customer. This is not part of the SaaS scope of services. The downtime is determined in full minutes and is calculated from the sum of the fault clearance times per year. Excluded from this are those periods which casavi designates as so-called maintenance windows for optimization and performance enhancement as well as loss of time during fault clearance for reasons for which casavi is not responsible and failures due to force majeure.

8. Obligations of the customer

8.1 The customer shall provide casavi with all necessary information and support measures for activating and operating the services.

8.2 The customer is obligated to prevent unauthorized access to the SaaS services by third parties by taking appropriate precautions. For this purpose, the customer shall, to the extent necessary, instruct its employees to comply with copyright law, in particular to prevent infringements of the rights according to Item 11 of these GTC.

8.3 The customer himself shall be responsible for the entry and maintenance of his data and information required for the use of the software, irrespective of casavi's obligation for data backup.

8.4 The customer shall maintain the confidentiality of the information concerning the user account including usernames and passwords. He obligates the users mentioned in Item 5.3 to maintain confidentiality in the same way and shall ensure that, if an authorized user becomes aware that the security of his login data is at risk, he immediately notifies the customer or casavi. The customer shall be obligated to either immediately deactivate the concerning user account or to change its login data.

8.5 The customer shall not be entitled to reproduce, modify, distribute, sell or lease any part of the services provided by casavi via the platform or the software contained therein unless the user has the written consent of casavi.

8.6 The customer himself is responsible for the content he places on the databases. In particular, the customer undertakes to ensure that the content is not illegal and does not infringe the rights of third parties. casavi shall not be obliged to check whether the contents infringe the rights of third parties or violate statutory prohibitions. The customer shall furthermore ensure that the contents posted by him do not contain any viruses or harmful programs of any kind whatsoever. In particular the customer is prohibited:

8.7 The customer undertakes to hold casavi harmless and indemnify from and against all claims of third parties which are based on an unlawful use of the services made available via the platform or which are made with his consent or result in particular from disputes under data protection law, copyright law or other legal disputes which have been caused by an unlawful action of the customer within the scope of the use of the platform. If the customer recognizes or must recognize that such a violation is imminent, he shall inform casavi thereof without delay.

9. Fees

9.1 All fees are net prices in euro, unless the value added tax is explicitly stated, and are valid until revoked. Price quotations are - unless otherwise agreed - subject to change.

9.2 Additional services, in particular upgrades, system support, training, must be ordered separately and will be charged separately at the applicable rates.

9.3 casavi shall be entitled to send the invoices to the customer by e-mail or to make them available to the customer online.

9.4 Unless otherwise agreed, invoices are due immediately upon receipt. All payments are to be made free of charges and without deduction. Bank transfers are made at the risk of the customer. Collection and discount charges shall be borne by the customer.

9.5 casavi shall be entitled at any time to make the performance of services subject to advance payments or the provision of other collateral by the customer to an appropriate amount.

9.6 In the event of defaults in payment, casavi shall be entitled to demand default interest in the amount of 9.2 per cent above the base interest rate of the European Central Bank valid at the time. The assertion of damages in excess thereof shall be expressly reserved. The costs of collection agencies and lawyers incurred in the event of default and necessary for the purpose of legal action shall be borne by the customer.

9.7 In the event of a default in payment, casavi shall be entitled to suspend performance of all contractual obligations until the customer has fulfilled the payment obligations.

9.8 If the customer is in default with the payment or performance despite setting a reasonable period of at least 2 weeks, casavi shall be entitled to withdraw from the contract. In this case, customers of casavi shall bear all expenses for work already carried out or for the services required as a result of the withdrawal from the contract or services already rendered as a result of the withdrawal from the contract. casavi shall also be entitled to block access to the SaaS services and to discontinue the delivery of further products ordered by customers until all due claims arising from the entire business relationship with the customer, irrespective of the legal grounds, have been settled by the customer.

9.9 Offsetting shall only be permissible with claims recognized by casavi or legally established by a court of law.

9.10 If the producer price index published by the Federal Statistical Office for IT services for Germany has changed by more than 6 % in comparison to the month of the beginning of the contract or the last adjustment to the contract, the contractor shall be entitled to adjust the contractually agreed payment obligation to an appropriate extent as of the next following payment period.

10. Liability for material defects and defects in title as well as other liabilities

10.1 casavi shall warrant the functional and operational readiness of the SaaS services. In this context, the customer shall be obliged to report malfunctions of the software immediately.

10.2 Warranty claims are excluded if the software is not used in accordance with the contract. Furthermore, warranty claims are excluded if the customer makes changes or enhancements to the software specified in the contract, unless the customer proves that the defects are not in causal connection with the changes or extensions.

10.3 For the parts of the SaaS services subject to the statutory warranty (in particular the software solution made available as part of the service), casavi warrants that the service has the expressly agreed procurement characteristics as per the service description and that the granting of the agreed rights of use to the customer are not opposed by any rights of third parties. The customer shall notify casavi in writing of any defects that have occurred, including a description of the defect and, insofar as it is economically justifiable and possible for him in the course of business, information useful for the rectification of the defect and to set a reasonable period of time for the request to remedy the defects. The notification of a defect discovered at a later date shall be deemed to have been made in due time pursuant to § 377 para. 3 of the German Commercial Code (HGB) and to have been made within the meaning of this clause if it is made within five (5) working days from the day of discovery. The customer must accept a new version of the ordered service, if the contractual functional scope is maintained and the change is not unreasonable.

10.4 If services of casavi are used by unauthorized third parties using the user name and password of the customer, the customer shall be liable for any charges incurred as a result within the scope of liability under civil law until the order to change the user account and password or the notification of loss or theft is received by casavi, provided the customer is at fault for the access of the unauthorized third party. casavi shall not assume any liability for damage incurred if the customer passes on passwords or user IDs to unauthorized persons.

10.5 The customer undertakes to indemnify casavi against all claims of third parties based on the data stored by him and to indemnify and hold casavi harmless.

10.6 casavi shall be entitled to immediately block the customer account as well as the storage space if there is a well-founded suspicion that the content and/or data made available by the customer are unlawful and/or violate third party rights.

10.7 A reasonable suspicion of an illegality and/or a violation of the law shall exist in particular if courts/authorities and/or other third parties inform casavi thereof.

10.8 casavi shall notify the customer of the removal and the reason for it without delay. The block shall be lifted as soon as the suspicion is invalidated.

10.9 Outside the Product Liability Act (ProdHaftG) as amended, casavi's liability shall be limited to intent or gross negligence. The liability of casavi for slight negligence shall be excluded insofar as this does not relate to material contractual obligations, damage from injury to life, limb or health or guarantees, but only to the amount of the typically foreseeable damage. The same shall apply to breaches of duty by its vicarious agents. In the event of gross negligence, casavi's liability for consequential damage, in particular due to lost profit, futile expenses, interruption of operations or loss of production and for damage from third-party claims against the customer shall be excluded. Further claims for damages, irrespective of the legal basis, shall be excluded, insofar as liability is not mandatory due to intent.

10.10 Moreover, the customer shall indemnify casavi and its vicarious agents against all claims of third parties which arise as a result of a culpable breach of the duties specified in

this contract and/or as a result of other culpable damaging actions of the customer or a third party attributable to him against casavi. In addition, the customer shall pay compensation for damages exceeding this including the costs for any necessary legal prosecution and defense.

10.11 For the transport and delivery of letters within the scope of the offer "SMARTPOST", the liability rules of Deutsche Post AG's "GTC BRIEF NATIONAL" shall apply accordingly.

11. Data protection / secrecy / confidentiality

11.1 Data protection:

- casavi undertakes to use data and processing results exclusively within the scope of the customer's orders and to return them to the customer exclusively or to transmit them only according to his written order.
- The customer shall be responsible for the lawfulness of collecting, processing and using the customer data and for safeguarding the rights of the persons concerned. Should third parties assert claims against casavi on the basis of the collection, processing or use of customer data, the customer shall indemnify casavi against all such claims on first request.
- Similarly, any use of the data provided for casavi's own purposes shall require such a written order.
- casavi declares that it has obligated all persons entrusted with data processing to maintain data secrecy before commencing their activities. In particular, the confidentiality obligation of the persons entrusted with data traffic shall remain in force even after termination of their activity and leaving casavi. The obligation of confidentiality shall also be observed for data of legal entities and partnerships under commercial law.
- casavi declares that it has taken sufficient security measures within the meaning of Art. 32 GDPR to prevent data from being used improperly or from being made accessible to third parties without authorization.
- casavi shall take precautions for the technical and organizational prerequisites, that the customer can comply with the provisions of Art. 15-20 GDPR vis-à-vis the person concerned at any time within the statutory periods and shall provide the customer with all information necessary for this purpose.
- After termination of the service, casavi shall be obligated to transfer all processing results and documents containing data - with the exception of the data specified in Section 6.7 - to the customer or to destroy them in accordance with the order.
- In all other respects, the customer himself shall be responsible for obtaining the required declarations of consent from his contractual partners required under the relevant provisions of data protection law for the use of the SaaS services.

11.2 Any and all information, documents, communications, advice and data that are between the Contracting Parties as well as their authorized or other persons (auditors, lawyers, business or financial advisors), in particular for the purpose of ascertaining and presenting the economic and legal situation as well as the economic environment and the technical circumstances, whether in writing, orally or by way of electronic data transmission ("Confidential Information"), shall be mutually treated as strictly confidential and kept secret. Confidential Information shall also include all analyses, data, studies and results as well as

all documents, contracts and other information disclosed or otherwise made known between the Parties. All confidential information disclosed within the scope of this contract shall be used exclusively in connection with the common business purpose or its evaluation.

11.3 Both parties undertake not to disclose any confidential information obtained in the course of the preparation, execution and performance of this contract, in particular business or trade secrets, and not to pass them on or use them in any other way. This applies to any unauthorized third party, i.e. also to unauthorized employees, both of casavi and of the customer, insofar as the passing on of information is not required for the proper fulfillment of the contractual obligations of casavi.

11.4 The contracting parties undertake to agree with all employees and subcontractors employed by it in connection with the preparation, execution and fulfillment of this contract on a regulation identical in content to the above paragraphs 2 and 3 of this contract.

11.5 The validity of this confidentiality agreement is unlimited in time.

11.6 Certain announcements to third parties, such as advertising mailings or press releases as well as reference communications, are excluded from this confidentiality obligation.

11.7 Without the consent of the other party, disclosure/reproduction of confidential information is only permissible if this is required by mandatory law.

12. Reference

The customer agrees that casavi may publicly use the logo and the company name for its own purposes without the customer's prior consent.

13. Property rights / Intellectual property rights

13.1 With the present contract only a limited authorization of use is acquired. casavi shall grant the customer rights of use to software and databases only to the extent required for the performance of the specific contractual scope.

13.2 casavi shall be the owner of all rights to the software, as well as other services, including all modifications, improvements, upgrades or products derived therefrom. The customer is aware that he shall not acquire any ownership or rights or legal titles to the software or the services on the basis of the rights granted to him by this contract, but that he shall exclusively have a limited right of use in accordance with the terms of this contract. All rights derived from patent, trademark, utility model, semiconductor protection and/or copyright law to the agreed services or otherwise from the creation of the services made available to the customer shall be owned by casavi or its licensors unless otherwise expressly agreed in this contract. A transfer of the source code from casavi to the customer shall be owed neither for the present software nor for any other service. Unless specific rights are expressly granted to the customer, they shall remain with casavi.

13.3 In particular, the customers and authorized users are not permitted to and nor may they allow third parties to

- copy, reproduce, modify, transfer, create derivative codes from, decompress, subject to reverse engineering, decompile the source code of the software or the services or otherwise attempt to derive the source code;
- use, evaluate, or display the software or the services, in order to construct, modify, or otherwise create from them a network environment, program, infrastructure, or any part thereof that has comparable functionality to the present software services.

13.4 The customer is obligated to prevent unauthorized access to the software by third parties through suitable precautions. For this purpose, the customer shall instruct his employees to comply with copyright law and, in particular, to request its employees not to make any unauthorized copies of the software.

13.5 Neither the customer, nor an authorized user shall remove, alienate or modify copyright notices, warning signs, logos and company or other indications of industrial property rights which are attached to or contained in the software or the services.

13.6 The customer is entitled to all rights of the data brought in by him. However, the customer shall not have any rights to the data of those users who for their part have agreed to the terms of use of casavi, even if these users may at the same time be contractual partners of the customer.

13.7 The customer warrants that he will not demand from casavi any data collection, data processing or use of data which would constitute a violation of applicable law including applicable data protection laws. The customer grants casavi the irrevocable, non-exclusive, gratuitous right to use the customer's data for

- the provision of the software and services to the customer;
- in aggregated anonymized form for statistical analysis/purpose or to create industry benchmarks (provided that such data does not allow for the identification of individuals and that the aggregated data is only included in data sets with four (4) or more participants),
- if necessary, to monitor and improve the software and the services (on the condition that this data does not enable identification of persons). Upon request and against payment, casavi shall provide the customer with an electronic copy of all customer's data in casavi's possession, provided that casavi receives appropriate remuneration for such additional service.

13.8 casavi shall collect the data only for the provision of the services and only in accordance with the instructions of the customer and shall not use the data for any purposes other than those described within the scope of this agreement.

14. Contract term, termination

14.1 Unless otherwise agreed, the term of the contract begins with the provision of the paid services as a result of registration by the customer. This does not apply to the free test phase pursuant to section 15. The initial term of the contract shall be one year.

14.2 The contract is automatically extended by one year unless it is terminated in writing with a notice period of 90 days before the expiry of the agreed contract period.

14.3 The right of both parties to terminate for good cause shall remain unaffected. Good cause shall be deemed to exist for casavi in particular if the customer violates essential obligations of the present GTC. In this case, casavi additionally reserves the right to assert claims for damages against the customer resulting from the action of breaching the contract.

14.4 Upon termination of the contract, casavi undertakes to make the customer's data available for download upon request within 30 calendar days via online transfer. After confirmation of successful data transfer by the customer, casavi shall immediately delete the customer's data and, if necessary, destroy any copies made.

15. Test phase

15.1 The customer may test the SaaS services extensively and free of charge for functionality and operability in its own hardware and software environment during a test phase of 30 days from activation of the test access. After the end of the test phase, access to the SaaS services shall be suspended. In order to use the contractual objects beyond the free test phase, the customer must conclude a service order with casavi. After conclusion of the service order, casavi shall reactivate the access for the customer. If the test phase ends without conclusion of a service order, the customer's rights of use to the contractual items shall expire and the SaaS services can no longer be used technically. Contractual clause 14.4 shall apply in this case.

15.2 During the free test phase, the statutory warranty and liability provisions of gift law (§§ 521, 523, 524 the German Civil Code) shall apply in deviation from clause 10.

15.3 All data which the customer enters into casavi during the test phase and all adjustments made to the services by or for the customer shall be permanently lost after expiry of the rights of use pursuant to 15.2 unless the customer concludes a paid service order with casavi before expiry of the test phase for the same services which were covered by the test phase. The customer shall be free to export the data independently or to back it up in any other way before expiry of the test phase.

15.4 During the test phase, the statutory provisions on lending shall apply, in particular in deviation from clause 10. Insofar as applicable, all other provisions of these GTC shall also apply.

16. Free usage

16.1 casavi may, at its own discretion, offer the customer a free version of the SaaS services ("free use"). The free use may contain limited functionalities, which shall be communicated by the offer or otherwise.

16.2 The statutory provisions on lending shall apply to free use, in particular in deviation from Clause 10. Clauses 15.2 and 15.3 of these GTC shall also apply to free use in the event that free use is terminated or otherwise canceled.

17. System setup

17.1 The customer is aware that a system setup ("setup") must be carried out by casavi in order to use the SaaS service.

17.2 The scope of services of the setup and the corresponding costs are agreed in the service order.

17.3. The customer shall be obliged to submit the acceptance of the contractual service in text form. If casavi requests the customer to submit a declaration in text form regarding acceptance, the customer shall be obliged to submit this within seven (7) working days.

Notwithstanding the obligation to make a declaration in text form, acceptance within the meaning of Sentence 1 shall also be deemed to have been made if the customer undertakes implied actions which, in particular, constitute the further use of casavi's SaaS service after it has been set up by casavi.

17.4 casavi shall be liable for material defects and defects of title in accordance with the provisions of the German Civil Code for the contract for work and services, but the customer shall first assert the rights to subsequent performance. If this fails, the customer shall be entitled to the further defect rights (self-execution, withdrawal, reduction, compensation).

17.5 casavi shall be liable - except in the event of breach of essential contractual obligations, injury to life, limb or health or in the event of claims under the Product Liability Act - only for intent and gross negligence. Material contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract. Insofar as casavi is liable for simple negligence in accordance with the above sentence, its liability shall be limited to the damage that casavi could typically expect to occur under the circumstances known at the time of conclusion of the contract. The maximum amount of liability shall be limited to the order value.

18. General provisions for extensions and additionally bookable services

18.1 The provisions of this Clause 18.1 - 18.3 shall apply to all extensions and additionally bookable services by the customer (in particular also of Clauses 18 et seq. inclusive). In all other respects, all remaining applicable provisions of the Main Agreement (SaaS Service) shall apply in accordance with Clause 23.2. Should any inconsistencies arise through interpretation between the content of Clauses 18 - 21 and that of Clauses 18.1 - 18.3, Clauses 18 - 21 shall have interpretative priority.

18.2 By booking (by online order or e-mail) an additional service or an upgrade (pursuant to Section 2.3 of these GTC) (hereinafter both referred to as "additional service"), the contract subject to a charge shall come into effect with the suspensive effect of confirmation in text form by casavi of the provision of the additional service. The contractual relationship of each separable additional service shall commence upon receipt by the customer of casavi's confirmation that the bookable additional service has been accepted.

If the additional service is booked by means of a supplementary service order, the contractual relationship of the separable additional service shall commence upon the signing of the supplementary service order by the customer and casavi. The last signature made shall be decisive.

18.3 The contract term of the additional service is indefinite. Termination or other cancellation of the main contract (SaaS service) shall result in the corresponding termination of the booked additional service. The ordinary termination of the additional service is possible at any time on the part of both contractual parties. The time of the declaration of termination and the time of the resulting termination of the contract for the additional service (notice period) shall be based on the respective agreements from the service order for the main contract (SaaS service). casavi may terminate this agreement at any time if the customer violates a provision of the corresponding Sections 18 - 21. Unless otherwise provided, any notice of termination shall be sent to support@casavi.de.

18.4 The Agreement on free use pursuant to Clause 16 may be terminated by the parties with 14 calendar days' prior notice.

19. White-label app

19.1 casavi shall sell the individualized version of the White Label App ("myApp") to the customer in accordance with the following provisions.

19.2. casavi shall support the customer in integrating myApp into the business operations of the buyer in accordance with the following provisions.

19.3 In accordance with Section 611 of the German Civil Code, casavi shall take all measures required under the guidelines of the respective platform operator (usually Apple/iOS or Android) to ensure that the customer can exclusively dispose of the myApp through a provider account (usually Apple/iOS or Android account). Under certain circumstances, those measures may imply that casavi transfers to the customer on the execution date the myApp customized to its service order to the corresponding provider account of the customer or creates the myApp on its behalf. Each contracting party shall bear the fees imposed on it by the App platform operator itself. It is expressly pointed out that the customer must maintain its own provider account with the respective platform provider to ensure the transfer.

19.4 Insofar as a transfer of a user account is not possible or has not been completed for another reason, casavi shall, at the request of the buyer, make the contents of the user account available on a server space reserved exclusively for the customer for download by the customer.

19.5 casavi shall maintain the App software from the time of transfer of myApp to the customer's provider account with the care of a prudent businessman and in accordance with previous practice.

19.6 As a rule, the customer shall pay casavi a one-off amount for the expenses incurred for the transfer of myApp, which amount shall be specified in the service agreement or

otherwise. The amount shall be due upon signing of the service order or upon booking in any other way.

19.7 As a rule, casavi shall receive a monthly lump-sum payment for the maintenance of myApp, which shall be stipulated in the service contract or otherwise agreed. The due date for the first monthly settlement of the lump-sum maintenance fee is agreed in the service contract or in any other way.

19.8 casavi and the customer agree that the following guarantees do not constitute guarantees of quality within the meaning of §§ 443, 444 of the German Civil Code:

- casavi shall be entitled to the irrevocable, exclusive, transferable right of use for myApp, unlimited in terms of content, time and place, for all types of use with the right to make any changes.
- casavi shall be the owner of all transferable ownership rights belonging to the myApp.
- During the development of the software, casavi has always taken and implemented the security measures customary in the industry for maintaining the secrecy of software development, in particular has secured access to the developer platform by means of sufficient passwords and has obligated the employees and service providers involved in the development to maintain strict secrecy in written agreements.
- casavi has always complied with all terms of use and license conditions of the provider (usually Google/Android or Apple/iOS), which the proper use of the myApps accounts requires.

19.9 With regard to liability for material defects and defects of title as well as other liability concerning the myApp software, reference is made to Clause 10 of this Agreement. Clause 10 shall apply accordingly to the development of the myApp for the customer.

20. System connection

20.1 The customer is free to commission a system connection between the SaaS service of casavi itself to a third-party software. Should the possibility exist for casavi to implement a system connection, casavi shall offer the option in the service order to commission a corresponding system connection. If the customer makes use of the offer, the following provisions of this clause shall apply.

20.2 In the service order, the customer shall be expressly informed about with which third-party providers which conditions and customer rights can be given with regard to the establishment of a connection. This information can take place subsequently in other ways for new system connections.

20.3 The customer is aware that this is a third-party software to which casavi only provides a connection. casavi shall only provide the connection. Should the provider of the third-party software change technical circumstances which render casavi's connection unusable (basis of business), the customer shall grant casavi an extraordinary right of termination with regard to the "system connection" offer.

20.4 The customer is aware that the service content of the system connection is the provision of the system connection option. This may require the cooperation of the customer and the provider of the third-party software.

20.5 When ordering a system connection, the customer declares to be legally entitled to use the third-party software for the system connection, in particular with regard to license agreements with other contractual partners of the customer. Clause 10.10 shall apply accordingly.

20.6 With regard to liability for material defects and defects of title as well as other liability concerning the system connection, reference is made to Section 10 of this Agreement. Clause 10 shall apply accordingly to the system connection.

21. casavi API

21.1 casavi shall provide the customer with its own interface to its own SaaS services ("API"). The customer declares its agreement to the terms and conditions in this clause by using the API. With regard to the API, the following terms and conditions shall apply in addition to the remaining provisions of this Agreement.

21.2 casavi reserves the right to update and modify these API Terms or the documents incorporated by reference in these API Terms at any time.

21.3 The customer is granted a non-exclusive, non-transferable and revocable right to use the API.

21.4 The customer is not permitted to:

- Copy, transfer, sell, sublicense or otherwise make the API available to a third party. This applies to both commercial and non-commercial purposes;
- Alter, adapt, combine, modify, translate, decompile, disassemble or create derivative works of all or any part of the API or the SaaS Service other than to the extent permitted by law, without casavi's prior written consent.
- Remove any copyright or trademark notices or other proprietary notices contained in the API.

21.5 The customer acknowledges that ownership of the rights, intellectual property in the API and the SaaS service, including all copies, remain with casavi.

21.6 The licensor will continuously develop and update the API to improve (or remove) existing features and add additional features if necessary. Such changes or updates will be communicated to the customer with a reasonable advance notice.

21.7 All planned interruptions of the API will be announced by casavi at least five working days in advance.

21.8 The costs of the API provision are agreed in the service order or otherwise.

21.9 Use of the API is at the licensee's own discretion and risk. The licensee is solely responsible for any damage resulting from the use of the API, including damage to its system or loss of data.

21.10 These License Terms shall become effective upon first use of the API and shall remain in effect until terminated by either party.

22. Letter dispatch

22.1 When using the functional area "SmartPost", the customer has the option of sending letters by post. The subject matter of the contract is the printing, inserting, franking and transfer of letter items to a postal service provider. As a rule, these are Deutsche Post AG, Österreichische Post Aktiengesellschaft, Schweizerische Post AG, Poste Italiane S.p.A., Royal Mail Group Limited and their respective subsidiaries. The delivery of documents ready for dispatch is therefore explicitly not part of this contract. casavi or its subcontractor shall only hand over the letters to the postal service provider on the customer's authorized behalf. Therefore, the contract for the delivery of the letters shall be concluded between the customer (as principal) and the postal service provider.

22.2 When the printed and enveloped letters are handed over to the postal service provider, casavi has fulfilled its contractual obligations.

22.3 The provision of services shall be subject to the technical and logistical feasibility of the order. If, within the scope of an order, individual partial services (e.g. individual letters of a serial letter) cannot be provided, contractual provisions regarding fulfillable partial services shall remain unaffected. The customer is aware of the format specifications for technical feasibility. If technical feasibility is not achieved due to non-compliance with format specifications, the system will generally issue an error message.

22.4 Payment is made, among other things, by settlement with the credit account. The customer acquires a credit balance in the form of credits by booking the corresponding package. Calling up services in excess of the credit available on the credit account shall be deemed automatic booking of the next higher package.

22.5 The order for the production and dispatch of individual letter items is placed by uploading the letters and selecting the corresponding option within the functional area "SmartPost". The credit balance (credits) available at the time of termination of the agreement expires - these are explicitly not refunded.

22.6 The following exclusions and limitations of liability apply to the customer's liability for damages in connection with the use of SmartPost, without prejudice to the other legal prerequisites for claims.

22.6.1 casavi shall be liable insofar as it is charged with intent or gross negligence. In the event of simple negligence, casavi shall only be liable in the event of a breach of an obligation the fulfillment of which is a prerequisite for the proper performance of

the contract and the observance of which the contractual partner may regularly rely on (so-called cardinal obligations).

22.6.2 Insofar as casavi is liable for simple negligence in accordance with the above sentence, its liability shall be limited to the damage that it could typically expect to occur under the circumstances known at the time of conclusion of the contract.

22.6.3 The maximum amount of liability is limited to the monthly order value, but not more than EUR 100.00 in total. Compensation for indirect damages (including loss of profit, loss of interest) is excluded.

22.6.4 The above limitations and exclusions of liability shall not apply to damages resulting from injury to life, limb or health for which the contractor is responsible.

22.6.5 The above exclusions and limitations of liability shall also apply to the benefit of the contractor's employees, vicarious agents and other third parties used by the contractor for the performance of the contract.

23. Final provisions

23.1 All disputes in connection with this agreement shall be governed by the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods and excluding conflict of laws provisions of the Federal Act on International Private Law (IPRG). The exclusive place of jurisdiction for all legal disputes arising from or in connection with this agreement shall be the registered office of casavi. casavi shall also be entitled to file suit at the customer's general place of jurisdiction.

23.2 Should individual provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties agree already now for this case that the invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any loopholes in the agreement. In the event of a contradiction or inconsistency between the GTC and the agreed service orders, the service orders shall take precedence for the purpose of interpreting the agreement. In the event of contradictions or inconsistencies with regard to the parties' obligations in terms of data protection, the GTC shall have interpretative priority over all other contractual documents.

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