

GENERAL TERMS OF BUSINESS
of
casavi GmbH

1. Scope of Application

- 1.1.** casavi GmbH, Sandstraße 33, 80335 München (hereinafter referred to as “casavi”), operates the identically named Internet platform (“casavi”). This real estate communication platform serves to simplify communication and service processes between property management firms, landlords, tenants and service providers.
- 1.2.** The below General Terms of Business shall apply to all business relations between casavi and the client of the platform. A client is a person using the services provided by casavi against payment according to Section 2.
- 1.3.** The General Terms of Business of casavi shall apply exclusively. Any terms of the user conflicting with or differing from these General Terms of Business shall, even with knowledge thereof, not become part of the contract unless their applicability is expressly agreed to in writing by authorised representatives.
- 1.4.** These General Terms of Business shall exclusively apply to contractual relationships between companies and not be addressed to consumers.
- 1.5.** These General Terms of Business shall apply to all existing and future contractual relations between casavi and the client and shall be valid until casavi notifies the client of an amendment to the General Terms of Business. The amended General Terms of Business shall be deemed accepted unless the client, in writing and by stating reasons, objects to the amended General Terms of Business within two weeks after being notified of the amendment.

2. Services of casavi / Scope of Service

- 2.1.** Subject matter of the contract is the provision of “Software as a Service” services (hereinafter also referred to as “SaaS services”) and the storage of the client’s data (data hosting). casavi provides SaaS services over the Internet that can be used by the client against payment for the duration of the contract. For this purpose, casavi stores the software on a server which can be accessed by the client over the Internet. casavi shall be entitled to provide the SaaS services on its own infrastructure and to contract a third party with the hosting.
- 2.2.** The precise scope of SaaS services and features is described in the specification of services, as prepared individually and valid at the time of contract conclusion, which is sent to the client by email (service order).

The scope of services defined in the service order shall be considered as agreed quality that is based on the following:

- the scope of SaaS services defined in the service order and laid down in the user documentation,
- the suitability for the use provided for in the service order,
- the terms laid down in the service order,
- the terms below.

In the event of any discrepancies, the contractual agreements shall apply in the above order of priority.

- 2.3. casavi shall continually refine the SaaS services and the software and improve these through continuous updates and upgrades. Software updates shall be provided to the client free of charge. However, major updates and enhancements of the functionality of the software and the SaaS services (e.g. the addition of modules) may be classified by casavi as new products or upgrades and made available to the client against payment of an additional fee only. If such upgrades and enhancements are provided free of charge, casavi shall be entitled to unilaterally revoke this at any time. The client shall not be obliged to purchase such an upgrade.

3. Registration, Conclusion of Contract and Guarantees at the Time of Registration

- 3.1. All offers made by casavi are non-binding.
- 3.2. The use of the platform as covered by the contract requires the registration and creation of a user account on the casavi platform by the client. By completing the registration process and confirming the service order as well as these General Terms of Business, the client submits an offer for the conclusion of a contract on the use of the platform. casavi accepts this offer by providing the services to the client. The contract between the client and casavi shall only be deemed concluded upon acceptance of the offer. casavi shall not be obliged to enter into the contract.
- 3.3. The client guarantees that all information provided by him or her are true and complete. The client shall be obliged to keep the information regarding all applications used by him or her true and complete for the entire term of the contract.
- 3.4. The client guarantees that he or she is of full age. In case the client acts on behalf of a legal person, the client guarantees that he or she is authorised to do so. The client shall prove the correctness of the information guaranteed in this paragraph if so requested by casavi.
- 3.5. It is technically impossible for casavi to establish with certainty whether a client registered on the platform is actually the person he or she claims to be. Therefore, casavi provides no guarantee for the client's actual identity.
- 3.6. To create a user account on the platform, the client must go through the registration process in the course of which he or she will be required, among other things, to choose a password. The client shall be obliged to keep the password chosen by him or her a secret. If third parties get to know the client's password, the client shall immediately inform casavi of this fact and change the password. casavi, on its part, shall not disclose the password to third parties and only use it for the registration process. For security reasons and to prevent misuse, the client is advised to change his or her password at regular intervals. The protection and safe-keeping of the access data for the use of the platform shall be the sole responsibility of the client.

4. Rights to Use the Software

- 4.1. casavi shall grant the client the non-transferable, non-exclusive and non-sublicensable right to use the software mentioned in this contract for the duration of the contract in accordance with the provisions hereof. The client shall hereby

recognise casavi as the exclusive licensor of the software and respect the related copyrights.

- 4.2. If upgrades or enhancements of the scope of use as described in Paragraph 2.3 hereof are provided to the client free of charge, the use of such upgrade or enhancement by the client shall only be tolerated until revocation by casavi, which may be declared at any time, and the client shall not derive any rights of use whatsoever therefrom.
- 4.3. The client shall be entitled to create user accounts for his or her employees or contractors to enable them to use the software on his or her behalf. The client shall not demand a fee from such users for granting access to the software. The client shall immediately inform casavi of any breach of contract he or she becomes aware of. Similarly, the client shall oblige the aforementioned users to immediately notify the client or casavi of any breach of contract which becomes known to them.

5. Data Hosting

- 5.1. casavi shall allocate to the client, on the basis of a Fair Use Policy, a certain amount of storage space on a server as appropriate for the intended use to enable the client to store his or her data. In doing so, casavi assumes that the client's requirements will be in line with the average data storage and data transfer volume. If this average data storage and data transfer volume is permanently exceeded, casavi shall inform the client of this fact in due time and make further storage space available as soon as possible if ordered by the client. Should the storage space be exhausted – because the client permanently exceeded the average data transfer volume – without further space having been ordered, no more data will be stored.
- 5.2. casavi shall make sure that the stored data are accessible over the Internet.
- 5.3. The client shall undertake not to store contents on the storage space the provision, publication or use of which is in violation of applicable law or agreements with third parties.
- 5.4. casavi shall be obliged to put appropriate safeguards in place to prevent loss of data and the unauthorised access to the client's data by third parties. To this end, casavi shall make backups on a daily basis and employ appropriate security mechanisms.
- 5.5. In providing its services, casavi shall use state-of-the-art security technologies (e.g. encryption, password and firewall protection) to a commercially reasonable extent. The client shall undertake to abide by the applicable security policies and procedures he or she is informed about under this agreement.
- 5.6. The client shall, in any case, remain the exclusive owner of the data and may therefore, at any time, demand from casavi the return of some or all of the data, particularly after termination of the contract, without casavi having any right of retention. The return of the data shall be effected by transmission over a data network. The client shall not be entitled to also obtain the appropriate software for using the data.
- 5.7. The obligation to return pursuant to Paragraph 5.6 shall not comprise those data that are made available by third parties using the SaaS services covered by the contract. This shall in particular apply to data that was generated on behalf of a third party via his or her platform account and shared with the client (e.g. a tenant's profile photo).

6. Disruption / Impairment of Accessibility

- 6.1.** Adjustments, amendments and additions to the SaaS services covered by the contract as well as any measures taken to identify and fix malfunctions will only result in a temporary disruption or impairment of accessibility if it is absolutely necessary for technical reasons.
- 6.2.** The basic functionality of the SaaS services shall be monitored on a daily basis. The weekly maintenance window shall not exceed four (4) hours per week and shall be scheduled for times when there is little data traffic. In the event of major faults, which make it impossible to use the SaaS services or restrict their use considerably, maintenance shall be carried out within two (2) hours after gaining knowledge of the fault or being notified thereof by the client. casavi shall inform the client of the maintenance work in due time and perform it as soon as possible. Any delay in fault clearing which is in the client's responsibility (e.g. because of the non-availability of a contact person on the client side) shall not count towards the fault clearing time.
- 6.3.** If fault clearing is not possible within 48 hours, casavi shall, in writing, notify the client accordingly within this period, stating the reasons and the amount of time it will probably take to clear the fault. casavi shall take all efforts to provide a workaround to the client.
- 6.4.** The guaranteed availability of each SaaS service shall be 99% on an annual average with services being disrupted for a maximum of 12 hours in a week and four (4) consecutive hours at a time. The downtime caused by maintenance work shall not be considered as time of non-availability. The connection to the Internet on the client side shall be the responsibility of the client. It shall not be part of the scope of SaaS services. The downtime shall be determined in whole minutes and calculated from the total fault clearing time per year. This shall not include those periods of time denoted by casavi as so-called maintenance windows for optimisation and performance improvement purposes as well as the loss of time during fault clearing for reasons for which casavi is not responsible and failures due to force majeure.

7. Obligations of the Client

- 7.1.** The client shall provide to casavi all information and support necessary for activating and operating the services.
- 7.2.** The client shall be obliged to prevent the unauthorised access by third parties to the SaaS services by taking appropriate precautionary measures. To this end, the client shall, where necessary, call on his or her staff to respect the copyright, particularly to prevent infringements of the rights pursuant to Section 10 of these General Terms of Business.
- 7.3.** The client himself / herself shall be responsible for the entry and maintenance of his or her data and information necessary to use the software – irrespective of casavi's obligation to backup data.
- 7.4.** The client shall maintain the confidentiality of the information concerning the user accounts, including the user names and the passwords. The client shall oblige the users mentioned in Paragraph 4.3 to maintain confidentiality as well and shall make sure that an authorised user, in the event he or she gains knowledge of the fact that the security of his or her registration data is jeopardised, notifies the client or casavi thereof without delay. The client shall be obliged to either immediately deactivate the user account concerned or to change its registration data.

- 7.5.** The client shall not be entitled to reproduce, change, distribute, sell or let any part of the services provided by casavi via the platform or of the software contained therein without the written consent by casavi.
- 7.6.** The client himself / herself shall be responsible for the contents uploaded by him or her into the databases. He or she shall particularly undertake to make sure that the contents are not unlawful and do not infringe any rights of third parties. casavi shall not be obliged to check whether the contents affect any third-party rights or are in breach of statutory prohibitions. In addition, the client shall procure that the contents uploaded by him or her do not contain any viruses or malicious programmes whatsoever. In particular, the client shall not be allowed:
to use insulting or defamatory contents, regardless of whether these contents concern other clients of casavi, staff or other natural or legal persons; to use pornographic, violence-glorifying, abusive or immoral contents or contents that violate the laws for the protection of minors; to promote, offer and/or distribute pornographic, violence-glorifying, abusive or immoral goods / services or goods / services that violate the laws for the protection of minors; to unreasonably harass other clients, especially through spam; to use legally protected contents, especially contents protected by copyright, trademark, patent, design patent or utility patent laws, without being entitled to do so; to promote, offer and/or distribute protected goods or services without being entitled to do so.
- 7.7.** The client shall undertake to indemnify casavi in respect of all claims by third parties which are based on the unlawful use of the services provided via the platform by the client or with his or her consent or which arise, in particular, from data protection, copyright or other legal disputes caused by the client's unlawful action when using the platform. If the client realises or can be expected to realise that such a violation is about to occur, he or she shall inform casavi thereof without delay.

8. Fees

- 8.1.** All prices shall be net prices in EUR, unless the value added tax (VAT) is expressly mentioned, and shall apply until revocation. The prices shall be non-binding except as otherwise agreed.
- 8.2.** Additional services such as, in particular, upgrades, system support and training shall be ordered separately and charged separately at the prices valid at the time of ordering.
- 8.3.** casavi shall be entitled to email the invoices to the client or make them available online.
- 8.4.** Except as otherwise agreed, invoices shall be due and payable directly upon receipt. All payments shall be made free of charge and without any deductions. Bank transfers shall be effected at the risk of the client. Any collection and discount charges shall be at the client's expense.
- 8.5.** casavi shall be entitled, at any time, to make the provision of its services dependent on the client making an advance payment or providing other collateral at an appropriate level.
- 8.6.** If the client is in default of payment, casavi shall have the right to demand default interest in the amount of 9.2% above the European Central Bank's base rate prevailing at the time of such default. The right to assert further damages shall be

expressly reserved. In the event of a default in payment, the client shall bear all attorney fees and collection costs thereby incurred and necessary for adequate prosecution.

- 8.7.** In the event of a default in payment, casavi shall be entitled to suspend performance of all obligations under the contract until the client meets his or her payment obligations.
- 8.8.** If the client continues to be in default of payment or performance after expiry of an appropriate grace period of at least 2 weeks, casavi shall be entitled to rescind the contract. In this case, the client shall reimburse casavi all expenses for work already done or services necessary as a result of the withdrawal from the contract or for services already provided. casavi shall, in addition, have the right to block access to the SaaS services and stop delivery of any further products ordered by the client until all due claims from the business relationship with the client, for whatever legal reason, have been settled by the client.
- 8.9.** Offsetting shall only be permitted for claims that have been admitted by casavi or legally recognised by a court of law.
- 8.10.** If the producer price index for IT services in Germany, published by the German Federal Office for Statistics, has changed by more than 6% compared with the figure for the month the contract started or was last updated, casavi shall be entitled to adjust the payment obligation to an appropriate extent for the next payment period.

9. Warranty / Liability

- 9.1.** casavi warrants the functionality and availability of the SaaS services with the client being obliged to notify casavi of any malfunction of the software immediately.
- 9.2.** Warranty claims shall be excluded if the software is not used according to contract. Warranty claims shall also be excluded if the client modifies or extends the software specified in the contract, unless the client proves that the fault is not causally linked to the modification or extension.
- 9.3.** Concerning those parts of the SaaS services that are covered by statutory warranty (especially the software solution provided as part of the services), casavi warrants that the service has the characteristic features explicitly agreed on in the specification of services and that there are no third-party rights conflicting with the agreed rights of use granted to the client. The client shall notify casavi in writing of any defect discovered – including a description of the defect and, if possible to a commercially reasonable extent and during ongoing business operations, all information usable for remedy of the defect – and ask casavi to rectify the defect within a reasonable period of time fixed by him or her. The notification of a defect discovered at a later time shall be deemed made in due time as per Section 377 Paragraph 3 of the German Commercial Code [§ 377 (3) HGB] and deemed made immediately for the purpose of this paragraph if it is made within five (5) business days after discovery of the defect. If proof of a major defect is furnished, casavi shall provide cure by making a new, defect-free version of the service available to the client or rectifying the defect. The client shall accept a new version of the service ordered if the contractual functionality is maintained and it is not unreasonable for him or her to change to this new version.
- 9.4.** If casavi's services are accessed by an unauthorised third party using the client's user name and password, the client shall be liable, under civil liability law, for the fees

incurred until casavi is instructed to change the user account and password or receives a notice of loss or theft, provided the client is to blame for the access by the unauthorised third party. casavi shall not be liable for damage caused by the client disclosing passwords or user IDs to unauthorised parties.

- 9.5. The client shall undertake to indemnify casavi in respect of all claims by third parties that are based on the data stored by him or her.
- 9.6. casavi shall be entitled to immediately block the client's account as well as the storage space if there are reasonable grounds for suspecting that the contents made available by the client and/or the data stored by him or her are unlawful and/or infringe the rights of third parties.
- 9.7. A reasonable ground for suspecting unlawfulness and/or an infringement exists in particular when courts of law/authorities and/or other third parties inform casavi thereof.
- 9.8. casavi shall be obliged to immediately notify the client of the block and the reason why it was done. The block shall be lifted as soon as the suspicion has been refuted.
- 9.9. Outside the German 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 unless material contractual obligations, damages resulting from injury to life, body or health or guarantees are concerned, however only up to the amount of damages that are typically foreseeable. The same shall apply to a breach of duty by its vicarious agents. In cases of gross negligence, casavi's liability shall be excluded for consequential damages, especially lost profit, wasted expenditure, business interruption or loss of production, and for damages arising from claims by third parties against the client. Further claims for damages, for whatever legal reason, shall be excluded unless liability is mandatory because of intent.
- 9.10. Apart from that, the client shall indemnify casavi and its vicarious agents in respect of all claims by third parties that are asserted against casavi for a culpable violation of the obligations hereunder and/or for any other culpable harmful acts by the client or any third party attributable to him or her. The client shall also pay compensation for damages beyond this, including the costs of any necessary prosecution and legal defence.
- 9.11. In respect of the transport and delivery of letters by the "SMARTPOST" service, the rules on liability under the "AGB BRIEF NATIONAL" terms of *Deutsche Post AG* shall apply accordingly.

10. Data Privacy / Secrecy / Confidentiality

- 10.1. Data privacy:
 - casavi shall undertake to use the data and the processing results only in connection with the client's orders and to return them to the client only or to only transmit them if ordered by the client in writing to do so.
 - The client shall be responsible for the lawfulness of the collection, processing and use of his or her data (client data) as well as for the safeguarding of the rights of the data subjects. In the event of third parties asserting claims against casavi in connection with the collection, processing and use of client data, the client shall indemnify casavi in respect of all such claims at first request.

- Similarly, the use of client data for casavi's own purposes shall require such a written order.
 - casavi states having obliged all persons entrusted with data processing to maintain data secrecy according to Section 53 of the German Federal Data Protection Act [§ 53 BDSG] (new version) before these persons started doing their work. The obligation to maintain secrecy assumed by the persons entrusted with data processing shall persist even after termination of this work or employment with casavi. The obligation to maintain secrecy shall also apply to the data of legal persons and partnerships under commercial law.
 - casavi states having taken appropriate technical and organisational measures according to Article 32 of the General Data Protection Regulation (GDPR) to prevent improper use of the data or access by unauthorised third parties.
 - casavi shall create the necessary technical and organisational conditions to enable the client at any time to meet the requirements of Articles 15-20 GDPR in respect of the data subject within the statutory periods of time and shall supply to the client all information necessary for this purpose.
 - After termination of service, casavi shall be obliged to deliver to the client all processing results and documents containing data – except for the data mentioned in Paragraph 5.7 – or to destroy them as ordered.
 - Apart from that, the client himself/herself shall be responsible for obtaining his or her contract partners' consents that may be necessary for using the SaaS services pursuant to the relevant provisions of the data protection law.
- 10.2.** All information, documents, notices and data that are exchanged between the parties hereto and their authorised representatives or other persons (auditors, lawyers, business or financial consultants), especially for establishing and describing the financial and legal situation as well as the economic environment and technical conditions, whether in writing, orally or by electronic data transmission (“confidential information”), shall mutually be treated in strict confidence and kept a secret. Such confidential information shall also include all analyses, data, studies and results as well as all documents, agreements and other information that are disclosed between the parties hereto or otherwise become known. All confidential information that is disclosed under this contract shall exclusively be used in connection with the joint business purpose or its evaluation.
- 10.3.** Both parties hereto shall undertake to maintain strict secrecy about all confidential matters, in particular trade and business secrets, that became known to them when preparing, executing and performing this contract and not to disclose or otherwise exploit them. This shall apply with regard to any unauthorised third party, including unauthorised staff of casavi and the client, unless disclosure of information is necessary for proper fulfilment of casavi's contractual obligations.
- 10.4.** The parties hereto shall undertake to enter into an agreement with the same content as in the preceding paragraphs 2 and 3 hereof with all staff und subcontractors employed by them for the preparation, execution and performance of this contract.
- 10.5.** This non-disclosure agreement shall apply for an indefinite period of time.
- 10.6.** Certain announcements to third parties such as mail shots or press releases as well as references shall be excluded from this obligation of non-disclosure.
- 10.7.** Disclosure of confidential information without the other party's consent shall only be permitted if required by mandatory law.

11. Reference

The client agrees to casavi using the client's logo and company name publicly for its own purposes without the client's prior consent.

12. Ownership Rights / Intellectual Property Rights

- 12.1.** This contract only grants an authorisation of use for a limited period of time. casavi shall grant the client rights of use in respect of the software and the databases only to the extent necessary for the fulfilment of the specific contract.
- 12.2.** casavi is the owner of all rights in respect of the software as well as other services, including all modifications, enhancements and upgrades or products derived therefrom. The client is aware of the fact that, based on the rights granted to him or her hereunder, he or she does not acquire the ownership of or any rights or title to the software or services but will only have a temporary right of use according to the terms of this contract. All rights in the agreed services, derived from the patent, trademark, utility patent, mask work and/or copyright law or otherwise from the creation of the services provided to the client, shall vest in casavi or its licensors except as otherwise specifically provided in this contract. The transfer of the source code from casavi to the client shall not be owed under this contract, neither in respect of the software concerned nor in respect of other services. If certain rights are not specifically granted to the client, these rights shall remain with casavi.
- 12.3.** The client and the authorised users shall particularly not be allowed and shall not allow third parties to do the following:
- to copy, reproduce, modify or transfer the source code of the software or services, to generate codes derived from such source code, to decompress, reverse-engineer, decompile or otherwise attempt to derive the source code;
 - to use, analyse or display the software or services in order to design, modify or otherwise create a network environment, a programme, an infrastructure or parts thereof which provide functionalities comparable to the software services under this contract.
- 12.4.** The client shall be obliged to prevent the unauthorised access to the software by third parties by taking appropriate precautionary measures. To this end, the client shall call on his or her staff to respect the copyright and particularly not to illegitimately reproduce the software.
- 12.5.** Neither the client nor an authorised user may remove or modify any copyright notices, trademarks, logos, company names or other references to industrial property rights that are attached to the software or services or contained therein.
- 12.6.** All rights in respect of the data uploaded by the client shall vest in him or her. However, the client shall not have any rights in respect of the data of those users who, for their part, agreed to casavi's Terms of Use even if these users are contract partners of the client as well.
- 12.7.** The client guarantees that he or she will not require of casavi the collection, processing or use of data that would constitute a breach of applicable law including applicable data protection law. The client shall grant casavi the irrevocable, non-exclusive, gratuitous right to use the data of the client
- for the provision of the software and services to the client;

- in aggregated, anonymised form, for statistical analyses/purposes or for the development of industry benchmarks (provided that these data do not allow the identification of individuals and that the aggregated data will only be included in records with four (4) or more users) and
 - where required, for monitoring and improving the software and services (provided that these data do not allow the identification of individuals).
- At the client's request, casavi shall send him or her an electronic copy of all his/her data that is in casavi's possession provided casavi will receive an appropriate remuneration for such an additional service.

12.8. casavi shall only collect, process and use the data for providing the services and only according to the client's instructions; casavi shall not use the data for purposes other than those described hereunder.

13. Term of Contract / Termination

- 13.1.** Except as otherwise agreed, the term of contract shall commence upon provision of the fee-based services following the client's registration. The free trial phase as per Section 14 shall be excluded therefrom. The initial term of contract shall be one year.
- 13.2.** The contract shall renew automatically for a one-year period unless it is terminated in writing giving three months' notice prior to the expiry of the contract term agreed on.
- 13.3.** Each party's right to terminate for cause shall remain unaffected. From casavi's point of view, such a cause shall in particular exist if the client is in breach of material obligations of these General Terms of Business. casavi, in this case, reserves the right to additionally assert claims for damages against the client resulting from his or her violation of the contract.
- 13.4.** Upon termination of the contract, casavi shall undertake to make the client's data available for download (via online transmission) within 30 calendar days if so requested by the client. As soon as the client confirms successful data transfer, casavi shall delete the client's data without delay and destroy any copies made thereof.

14. Trial Phase

- 14.1.** The client may test the SaaS services, extensively and free of charge, for their functionality and operability within his or her own hardware and software environment in a 30-day trial phase starting upon activation of trial access. After expiry of the trial phase, access to the SaaS services will be suspended. If the client wants to use the contractual services beyond the free trial phase, he or she will have to enter into a service contract with casavi. After conclusion of the service contract, casavi will reactivate access to the services for the client. If the trial phase ends without a service contract being concluded, the client's rights to use the contractual services will expire and the SaaS services will technically no longer be usable. In this case, Paragraph 13.4 shall apply.
- 14.2.** During the free trial phase, by derogation from Section 9, the statutory warranty and liability regulations under the gift law (Sections 521, 523, 524 of the German Civil Code [§§ 521, 523, 524 BGB]) shall apply.

15. Final Provisions

- 15.1.** All disputes relating to this contract shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of the International Private Law. All disputes shall be submitted to the Munich court that has jurisdiction *ratione materiae*.
- 15.2.** Should individual provisions of these General Terms of Business be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions of the contract shall be replaced by provisions that, in commercial terms, come closest to the intention of the parties hereto.

Last update: 16 July 2018