

## General Terms and Conditions of RAVE.SPACE GmbH

### 1 General

**1.1** The following General Terms and Conditions (hereinafter "GTC") shall apply to all consulting, conceptual and implementation services, in particular in the areas of web design, screen design, interface design, moving image design, corporate publishing, communication design, brand and corporate design, information design, mobile applications, social media, online campaigns and software programming, which RAVE.SPACE UG (haftungsbeschränkt), business address Köpenickerstraße 7, 10997 Berlin-Kreuzberg, Germany (hereinafter "RAVE.SPACE") commissions from the Client.

**1.2** The GTC of RAVE.SPACE shall apply exclusively. Conflicting GTC of the customer or third parties shall only be valid if RAVE.SPACE expressly agrees to them in writing. If the customer does not agree to them, he must inform RAVE.SPACE of this in writing without delay. In this case RAVE.SPACE reserves the right to withdraw its offer, claims of any kind cannot be asserted against RAVE.SPACE. RAVE.SPACE hereby expressly objects to any blanket referral.

**1.3** All agreements with the customer that are necessary for the execution of the respective order or contract are set out in writing in a contract. The GTC shall also apply to all future business with the customer, even if not expressly referred to again.

**1.4** The Customer shall receive the Licensed Material by way of installation on an AWS server rented by the Customer, as well as a license entitling the Customer to concurrent use of the Licensed Material on the AWS server. RAVE.SPACE does not owe the transfer of the source code of the subject of the license.

### 2 Offer

**2.1** Insofar as RAVE.SPACE submits an expressly binding contractual offer to the customer, RAVE.SPACE shall be bound by this offer for a period of 14 days.

**2.2** Unless otherwise agreed, the services shall be provided in accordance with the current state of the art on the basis of the concept or performance specification to be prepared by the customer in advance. The concept or performance specification shall describe correctly, completely and conclusively the scope of the services to be provided. RAVE.SPACE shall not be obliged in any project phase to check the information provided by the customer for legality or expediency.

**2.3** If customer briefings are given in writing on the basis of minutes, these shall be deemed to be the correct and exclusive basis for information and work after presentation to the customer, unless the customer has objected in writing to the correctness of the minutes without delay, at the latest two days after receipt of the minutes.

**2.4** Digitally created layouts shall be handed over as image files. If the client wishes to receive open files, this must be agreed and paid for separately.

**2.5** Within the scope of the order placed, RAVE.SPACE shall in principle be entitled to have services rendered by third parties.

### 3 Release, change of order

**3.1** If drafts or concepts for services based thereon are to be created within the scope of placing the order, these shall be handed over to the client for review after their completion. The client shall be granted a review period of 7 working days to determine whether his wishes and needs are reflected in the drafts or concepts. The customer shall declare approval in writing within the above-mentioned period. With the release, drafts, specifications or concepts become the binding basis for any further development services. Release shall be deemed to have been declared if the customer does not raise any objections after expiry of the review period.

RAVE.SPACE reserves the right to make changes to the contractually agreed design concept at its reasonable discretion, if this appears necessary from a technical or design point of view.

**3.2** If the customer wishes to change parts of the order after commissioning, the consent of RAVE.SPACE shall be required. RAVE.SPACE is obliged to agree to changes if the execution is

possible within the agreed performance period and the workload resulting from the order change is reasonable. In this case, the customer shall receive a binding offer, which must be checked and accepted by the customer within two working days.

If the customer rejects the offer or does not declare acceptance within the two days, the amendment or change shall not become part of the contract. If the parties have agreed on a specific performance period, this period shall be extended by the duration of the performance amendment procedure.

**3.3** Changes to the order must always be made in writing and are only effective if they are confirmed by RAVE.SPACE.

#### 4 Power/Time

**4.1** Deadlines for deliveries and services shall only be binding if they have been expressly confirmed as binding by RAVE.SPACE in writing.

**4.2** Compliance with the performance obligation requires the timely and proper fulfillment of the obligations of the customer.

**4.3** Agreed delivery and performance deadlines shall be extended by the period in which RAVE.SPACE is prevented from providing the service due to circumstances for which it is not responsible. The same applies to the period in which RAVE.SPACE is waiting for information or cooperation from the customer.

#### 5 Client's duty to cooperate, contact person

**5.1** The customer shall immediately provide all the documents required for the execution of the order. The customer shall provide RAVE.SPACE with the basic material required for the execution of the order, such as data, moving and still images, illustrations, graphics, logos, corrected texts and other materials and information as specified in more detail in the respective concept in digitized form in formats to be agreed. If the basic material is provided in a different form, the additional expenditure shall be invoiced separately.

**5.2** In all other respects, the customer shall create all the conditions necessary for the execution of the order. If the customer fails to comply with these obligations to cooperate despite a warning and the setting of a deadline, RAVE.SPACE shall be entitled to terminate the contract for cause. In this case, the customer shall remain obliged to pay the agreed remuneration in full.

**5.3** For the duration of the services to be provided, the Client shall appoint a qualified contact person for all questions relating to the project, who shall be entitled to make decisions in all contractual matters.

**5.4** The customer undertakes to secure the contractual software against access by unauthorized third parties. He shall take suitable measures for this purpose. In particular, the customer undertakes to store all copies of the contractual software in a place protected from access by unauthorized third parties.

#### 6 Acceptance and warranty for defects

**6.1** After completion of the agreed services, the results of the services shall be made available to the customer in electronic form and the customer shall be requested to accept them. The customer shall check the services, if necessary also with regard to an implementation of the requirements in the form of a specification for website creation or similar, and accept them within 7 working days after receipt of the request.

**6.2** Acceptance cannot be refused due to insignificant defects. RAVE.SPACE must be notified of defects in writing; the customer must set a reasonable deadline for rectification. If the customer refuses acceptance due to significant defects, RAVE.SPACE shall also be notified of this in writing.

**6.3** RAVE.SPACE shall have the right and duty to rectify. After each rectification, RAVE.SPACE shall make it available to the customer in electronic form and ask the customer to inspect it. The provisions of clause 6.2 shall apply accordingly. RAVE.SPACE shall be granted the right to rectification at least twice. The customer's right to rectification shall be excluded unless defects have been fraudulently concealed or a guarantee for the quality has been assumed.

**6.4** When programming services for websites etc. are accepted, the work results shall be handed over to the customer in electronic form by providing a download link. An operating manual or development documentation is not owed.

**6.5** The warranty period shall be twelve months from acceptance and handover of the performance owed.

**6.6** The proper warranty shall not apply to defects based on the fact that the contractual software supplied by RAVE.SPACE is used in a hardware and/or software environment that does not meet the system requirements of the software and for which the contractual software is thus not released.

**6.7** RAVE.SPACE does not provide any warranty for circumstances that are the responsibility of the cloud provider (AWS).

**6.8** Unless the customer is a consumer, he shall be obliged to inspect the goods and give notice of defects. The customer is obliged to inspect the delivered goods for obvious defects. An obvious defect must be notified to RAVE.SPACE in writing within four weeks of installation on the AWS server. Defects that only become apparent at a later date must be notified within four weeks of their discovery. Should the customer fail to comply with his obligation to inspect and give notice of defects, the goods shall be deemed to have been approved in view of the defect in question. § 377 of the German Commercial Code (HGB) shall apply. '

**6.9** If the customer is an entrepreneur, RAVE.SPACE shall initially be entitled to provide subsequent performance in the event of a material defect, i.e. at its own discretion to rectify the defect or to make a replacement delivery. In the event of a replacement delivery, The Customer shall also accept a new version of the software, unless it is unreasonably impaired thereby. In the event of a defect of title, RAVE.SPACE shall, at its (RAVE.SPACE's) discretion, provide the customer with a legally unobjectionable possibility to use the contractual software or modify the contractual software so that an infringement of third party rights no longer exists.

**6.10** RAVE.SPACE also satisfies the obligation to remedy defects if it makes updates that are provided with an automatic installation routine available for download by the customer on its homepage and offers the customer telephone support in the event that installation problems occur within the scope of the warranty (subsequent performance).

**6.11** Warranty claims based on material defects, with the exception of claims for damages, shall become statute-barred within two years. The warranty period is one year if no consumer is involved in the transaction. In the case of sale on a data carrier, the limitation period shall begin with the delivery of the contractual software.

## 7 Remuneration, terms of payment

**7.1** The prices are net prices and do not include the applicable value added tax. The prices apply only to the respective individual order and are exclusive of any necessary courier, travel and accommodation costs. These costs will be invoiced separately.

**7.2** Insofar as the parties have not agreed a fixed remuneration, the remuneration of RAVE.SPACE shall be based on the time and effort involved. In this respect, the rates of RAVE.SPACE at the time of the provision of the service shall apply. For the billing based on time and effort, the invoice from RAVE.SPACE shall state the number, name, scope, daily or hourly rates as well as a brief description of the activity of the employees deployed.

**7.3** Payment for the services provided by RAVE.SPACE shall be made in accordance with the specified payment terms. A 30% deposit shall be due upon acceptance of the offer, with the balance payable upon completion of the development. Any deviation from this payment term must be agreed in writing by both parties before the start of the project. RAVE.SPACE reserves the right to stop work on the project if the payment terms are not met.

**7.4** Payments without any deductions are due immediately after invoicing. They are always offset against the oldest, still open invoice.

**7.5** The customer is not entitled to read out the source code of the software, to copy it or to use it in any other form outside the necessary operability of the programme. Any infringement shall be deemed a serious breach of contractual obligations.

**7.6** If the parties have agreed that the customer will accept the software following so-called sprints, the customer shall have two weeks after the successful execution of a sprint to respond to the respective sprints. Should the Customer fail to respond within the specified time frame and be at fault for this circumstance, RAVE.SPACE shall be entitled to a contractual penalty in the amount of 0.3% of the order sum per day from the day of the culpable non-acceptance by the Customer. The maximum amount of the contractual penalty shall be 5% of the order sum. The client reserves the right to the contractual penalty. The contractual penalty shall be offset against other existing claims for damages asserted by RAVE.SPACE.

**7.7** The parties agree on 3 feedback rounds for the sprints. These are agreed as follows:

- **Round 1;** Blockout Review: It's about proportions, shapes, feeling in the space and communicating overarching physical expectations of the space. Finding out missing elements and inserting them as placeholders.

- **Round 2;** Refined review: Final modeling has been done, but textures and lights are not ready yet. Last chance to add/change missing 3D models and structures.

Demobake: all physical meshes are now fixed and can no longer be changed in any meaningful way (no feedback possible); lowres lightmaps textures are presented and can be discussed (colour-brightness-tuning, changing the ground texture etc.)

- **Round 3;** final review: only small details left

For each round, the parties agree on two correction loops. Changes to corrections that have already been approved are charged at a surcharge of 150 euros per hour.

**7.8** If the Parties have entered into a Service Level Agreement, the terms of the Service Level Agreement shall apply to the maintenance and servicing of the functionality of the Software on the AWS Servers.

**7.9** The customer is solely responsible for the content and data processed with the software. The customer hereby undertakes to use the software of RAVE.SPACE only in accordance with the contract and within the scope of the applicable statutory provisions and not to infringe any third-party rights during use.

**7.10** RAVE.SPACE cannot guarantee the technical availability of the AWS server rented by the Customer. If the software does not function due to a failure of the AWS server, The Customer must contact AWS for troubleshooting.

**7.11** The customer grants RAVE.SPACE the right to name the customer as its client for advertising purposes. For this purpose, it may in particular use the name and logo of the customer in its sales flyers and on its website.

## 8 Rights of use and exploitation

**8.1** Upon delivery of the work results, RAVE.SPACE shall grant the customer the irrevocable right, subject to the condition precedent of full payment of the agreed remuneration, to use the work results for the purposes specified in the respective contract without any restrictions in terms of time, space or content. In particular, the Client is entitled to copy, distribute and publicly reproduce the work results.

**8.2** The grant of rights does not apply to the source code of the subject matter of the license. Rights to edit the subject matter of the license are not granted. The customer is only entitled to a right of reproduction to the extent necessary for the respective reproduction for the use of the programme.

**8.3** The customer may only make backup copies insofar as this is necessary for the contractual use of the subject matter of the license or for data backup. In doing so, the customer shall record the whereabouts of the copies and reproduce alphanumeric identifiers, trademarks and copyright notices unchanged.

**8.4** The customer is not permitted to assign or transfer the rights of use granted in accordance with paragraph 1 to third parties or to grant sub-licences to them. Features which serve to identify the programme (e.g. copyright notices, serial numbers, etc.) may not be removed from the contractual software. Furthermore, they may not be changed.

**8.5** Pursuant to § 69e UrhG, the customer shall be entitled to decompile and reproduce the contractual software if this is necessary to maintain the interoperability of the contractual software with other programs. However, this shall only be subject to the condition that RAVE.SPACE does not make the necessary information available to the customer within a reasonable period of time upon the customer's request.

**8.6** The customer may permanently transfer the acquired copy of the contractual software to a third party by handing over the licence certificate and the documentation. In the aforementioned case, the customer undertakes to completely abandon the use of the program and to delete all copies on other data carriers or to hand them over to RAVE.SPACE, unless there is a legal obligation to retain them for a longer period. At the request of RAVE.SPACE, the customer is obliged to confirm in writing that the aforementioned measures have been carried out and, if necessary, to explain to RAVE.SPACE the reasons for longer storage. Furthermore, the customer undertakes to expressly agree with the third party who receives the contractual software from him on the observance of the scope of the granting of rights in accordance with this contract. The customer shall not be permitted to lease the products, their reproductions and the documentation to a third party without the written consent of RAVE.SPACE.

**8.7** If the customer uses the contractual software to an extent that qualitatively or quantitatively exceeds the rights of use acquired by him, he undertakes to immediately acquire from RAVE.SPACE the rights of use necessary for the permitted use.

**8.8** The customer shall not be granted the right to use the software until the purchase price has been paid in full.

**8.9** RAVE.SPACE shall be entitled to retain a copy of the work results for archiving purposes and to pass them on to third parties as a reference project, stating the Client; this shall also apply insofar as the customer is entitled to the exclusive rights of use to the work results. Insofar as the services for the customer include the development of patentable services or partial services, RAVE.SPACE shall be entitled to the copyright. RAVE.SPACE shall be entitled, after consultation with the customer, to affix a copyright notice in general commercial form and design to the performance result, which the customer shall publish together with the performance result. Insofar as the customer and RAVE.SPACE have not agreed otherwise with regard to a created website, RAVE.SPACE shall be named in the imprint of the website as the author of the website.

## 9 Liability

**9.1** RAVE.SPACE shall be liable in the event of intent or gross negligence for injury to life, limb or health in accordance with the provisions of the ProdHaftG.

**9.2** RAVE.SPACE excludes liability for slightly negligent breaches of duty by its representatives or vicarious agents, insofar as these do not relate to damage arising from injury to life, limb or health and do not relate to material contractual obligations or guarantees. RAVE.SPACE shall not be liable for indirect and consequential damages in the event of negligence. The exclusion is without prejudice to the aforementioned claims under the Product Liability Act.

**9.3** In the event of a breach of a cardinal obligation, RAVE.SPACE's liability shall be limited to the damage that is foreseeable and typical according to the nature of the transaction in question.

**9.4** RAVE.SPACE shall not be liable for the retrieval of data unless it causes its destruction through gross negligence or wilful intent and The customer has ensured that this data can be reconstructed with reasonable effort from data material held in machine-readable form.

**9.5** The customer is aware that, within the scope of his obligation to minimize damage, he must regularly back up his data and, in the event of a suspected software error, take all reasonable additional backup measures.

**9.6** RAVE.SPACE shall not be liable for any damage arising in connection with the use of the software on the AWS servers. In particular, RAVE.SPACE shall not be liable for the technical availability of the AWS server rented by the customer.

**9.7** There shall be no further liability on the part of RAVE.SPACE. The customer shall indemnify RAVE.SPACE against third party claims arising from product liability.

## 10 Scheduling

**10.1** The respective contractual relationship begins with the conclusion of the contract and ends with the provision of the service owed or, insofar as acceptance is required, with the respective acceptance of the service. The right to ordinary termination during the term of the contract is mutually excluded. The provision of § 649 sentence 1 BGB shall not apply.

**10.2** The right of both parties to terminate the contract for good cause shall remain unaffected. If the termination was initiated by the customer, RAVE.SPACE's claim to remuneration shall remain in force. Otherwise, § 649 sentence 2 BGB shall apply.

## 11 Retention of the title

**11.1** The work product delivered by RAVE.SPACE shall remain the property of RAVE.SPACE until full payment of all open or arising claims from the business relationship, irrespective of the type and legal grounds, with the customer. In the case of a current account, the reserved property shall be regarded as security for the balance claim.

## 12 Secrecy

**12.1** The parties undertake to maintain confidentiality. In particular, information subject to the contract shall be treated as confidential.

**12.2** Confidential information is all information and documents of the other contracting party which are marked as confidential or must be regarded as confidential due to the respective circumstances. This applies in particular to information on the operational processes, business relations, know-how, etc. of the other contracting party. Excluded from this obligation is such information which was demonstrably already known to the recipient at the time of the conclusion of the present contract or which becomes known from a third party after the conclusion of the contract without this violating a confidentiality agreement, statutory provisions or, if applicable, official orders. Furthermore, such confidential information is excluded which must be disclosed due to legal obligations or by order of a court or authority. If permissible and possible, the recipient obligated to disclose shall inform the other contracting party prior to disclosure and give it the opportunity to counteract such disclosure. The Parties undertake to grant access to the respective confidential information only to those consultants who are either subject to professional secrecy or to whom the confidentiality obligation of this Agreement has previously been imposed. The Parties will disclose Confidential Information only to those of their employees who need to know it for the performance of their employment duties and only to the extent that the aforementioned employees need to know it for the performance of this Agreement. They will oblige their employees to maintain confidentiality for the times after they have left their company, insofar as this is permissible under labour law.

**12.3** The parties agree to maintain confidentiality about all confidential information.

## 13 Non-competition clause

The customer is prohibited from exploiting his acquired knowledge of the software's technical possibilities and modes of operation to produce competitive products. This applies to any direct and indirect activity as well as commercial distribution. A competitive product is any software that corresponds to or is comparable with the software protected by copyright.

## 14 Offsetting and rights of retention

**14.1** Until the agreed remuneration has been paid in full, RAVE.SPACE shall be entitled to retain all data and documents provided by the customer.

**14.2** The customer is only entitled to offset counterclaims if these counterclaims have been legally established or are undisputed. The same conditions apply to the assertion of any right of retention.

## 15 Other

**15.1** For all disputes arising from the respective contract, Berlin shall be the place of jurisdiction, to the extent permitted by law. RAVE.SPACE is also entitled to take legal action at the customer's place of business. The place of performance is the registered office of RAVE.SPACE.

**15.2** German law to the exclusion of UN international trade law and laws with foreign reference.

**15.3** Place of performance: RAVE.SPACE installs the software for the customer on an AWS server rented by the customer.

**15.4** The contracting parties shall comply with the statutory provisions of data protection. Engaged third parties shall point out these obligations to the contracting parties.

All claims arising from the contract shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**15.5** Amendments and additions to the contractual agreements as well as the amendments and additions to these GTC must always be made in writing. This also applies to the waiver of this requirement. The parties agree that transmission by fax and e-mail complies with the requirement of the written form, provided that receipt can be proven.

**15.6** Should individual provisions be invalid or unenforceable, the remaining provisions shall remain valid. In place of the invalid or unenforceable provision, that provision shall be deemed agreed which permissibly comes closest to the economic purpose of this provision.