

General information

1.1 The following General Terms and Conditions (hereinafter "GTC") apply to all consulting, conception 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 terms and conditions of the customer or third parties are only valid if RAVE.SPACE expressly agrees to them in writing. If the customer does not agree with them, he must inform RAVE.SPACE immediately in writing. In this case, RAVE.SPACE reserves the right to withdraw its offer; claims of any kind cannot be asserted against RAVE.SPACE. The RAVE.SPACE hereby expressly objects to a blanket reference. The individual contractual provisions shall in any case take precedence over the GTC.

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

1.4 The customer receives the licence material - subject to other accessibility according to individual contractual provisions - by way of installation on an AWS server rented by the customer as well as a licence that entitles the customer to simultaneous use of the licence material on the AWS server. RAVE.SPACE does not owe the transfer of the source code of the subject matter of the licence.

1.5 For the best possible user experience and optimal use of our software, we recommend using the latest versions of macOS, Windows or Linux that support the latest version of Google Chrome or Chromium.

1.6 Users must also use the latest version of Google Chrome or Chromium to ensure a first-class user experience and a smooth workflow.

1.7 Minimum requirements: Memory: 6 GB RAM Recommended requirements: Latest operating system versions of macOS, Windows or Linux Current version of Google Chrome or Chromium High-resolution screens are supported. However, performance may be affected on older or less powerful devices.

1.8 The use of an external high-resolution screen (e.g. 4K) can lead to performance problems if the underlying system is not powerful enough. For optimum performance, we recommend using a high-quality device with a suitable graphics card and sufficient RAM. Performance may also be affected by the presence of other computationally intensive, open applications and tabs on the system. It is recommended to close such applications and tabs to ensure the best possible performance.

1.9 RAVE.SPACE übernimmt keine Verantwortung oder Haftung für Funktionsstörungen, Leistungseinbußen oder Schäden, die durch die Nutzung von Virtual Private Networks (VPNs) oder JavaScript-basierten Browser-Add-ons seitens des Kunden verursacht werden. Der Kunde ist dafür verantwortlich, sicherzustellen, dass solche Technologien nicht die Funktionalität oder Sicherheit der von RAVE.SPACE bereitgestellten Software beeinträchtigen. Etwaige Probleme, die aus der Nutzung von VPNs oder JavaScript-basierten Browser-Add-ons resultieren, liegen ausschließlich im Verantwortungsbereich des Kunden.

Offer

1.10 If RAVE.SPACE submits an expressly binding contract offer to the customer, RAVE.SPACE is bound to this offer for a period of 14 days.

1.11 Unless otherwise agreed, the services shall be provided in accordance with the current state of the art on the basis of the concept or specifications to be drawn up in advance by the customer. The concept or service description must describe the scope of the services to be provided correctly, completely and conclusively. RAVE.SPACE is not obliged to check the information provided by the customer for legality or expediency in any project phase.

1.12 Digitally created layouts are to be handed over as image files - if owed under the individual contract.

1.13 RAVE.SPACE is generally authorised to have services provided by third parties within the scope of the order placed.

Release, change of order

1.14 If drafts or concepts for subsequent services are to be created as part of the order placement, these shall be handed over to the client for review after completion. In this case, the client shall be granted a review period of 7 working days to determine whether his wishes and requirements are reflected in the drafts or concepts. The customer must declare his agreement in writing within the aforementioned period. Upon approval, drafts, specifications or concepts shall become the binding basis for all further development services. Approval shall be deemed to have been given if the client does not raise any objections after the review period has expired.

raises. 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.

1.15 If the customer wishes to change parts of the order after commissioning, the consent of RAVE.SPACE is required. RAVE.SPACE is obliged to agree to changes if the execution is possible within the agreed service period and the effort resulting from the order change is reasonable. In this case, the customer receives 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 two days, the amendment or change shall not become part of the contract. If the parties have agreed a specific performance period, this shall be extended by the duration of the performance amendment procedure.

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

2 Performance/time

2.1 Delivery and performance dates are only binding if they have been expressly confirmed as binding in writing by RAVE.SPACE.

2.2 Compliance with the obligation to perform presupposes the timely and proper fulfilment of the customer's obligations.

2.3 Agreed delivery and service 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 waits for information or cooperation from the customer.

3 Customer's duty to co-operate, contact person

3.1 The customer must provide all documents required for the execution of the order - insofar as this is necessary according to individual contractual regulations - without delay. 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 in digitalised form in formats to be agreed, in accordance with the respective concept. If the basic material is supplied in a different form, the additional costs will be invoiced separately.

3.2 In addition, the customer must fulfil all requirements necessary for the execution of the order. If the customer does not fulfil these obligations to cooperate despite a warning and setting a deadline, RAVE.SPACE is entitled to terminate the contract for good cause. In this case, the customer remains obliged to pay the agreed remuneration in full.

3.3 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 authorised to make decisions in all contractual matters.

3.4 The customer undertakes to secure the contractual software against access by unauthorised 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 against access by unauthorised third parties.

4 Acceptance and warranty for defects

4.1 After completion of the agreed services, the results of the services - subject to individual contractual agreement - shall be made available to the customer in the contractually agreed form and the customer shall be requested to accept them. The customer shall accept the services, if necessary also with a view to realisation.

The customer must check the requirements in the form of a specification sheet for website creation or similar and accept them within 7 working days of receipt of the request. Unless otherwise agreed in the individual contract, no acceptance is required for the remuneration to fall due if the contractual software is provided as SAAS. Acceptance is also implied when the contractual software is put into use.

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

4.3 RAVE.SPACE has the right and the obligation to rectify the defect. After each rectification, RAVE.SPACE shall make this available to the customer in electronic form and request the customer to inspect it. The provisions of Section 6.2 apply accordingly. RAVE.SPACE must be granted the right to rectification at least twice. The customer's right to rectification is otherwise excluded, unless the defect was fraudulently concealed or a guarantee for the quality was given.

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

4.5 The warranty period is twelve months from acceptance and handover of the service owed.

4.6 The proper warranty does not apply to defects that are 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 therefore not approved.

4.7 RAVE.SPACE assumes no warranty for circumstances that are the responsibility of the cloud provider (AWS).

4.8 Unless he is a consumer, the customer is obliged to inspect the goods and report any defects. The customer is obliged to inspect the delivered goods for obvious defects. An obvious defect must be reported to RAVE.SPACE in writing immediately after installation on the AWS server. If the customer does not fulfil his obligation to inspect and give notice of defects, the goods shall be deemed approved in view of the defect in question. Section 377 of the German Commercial Code (HGB) applies. '

4.9 RAVE.SPACE also fulfils the obligation to rectify defects, in contrast to the agreement of a SAAS, if it provides updates that are provided with an automatic installation routine on its homepage for the customer to download and offers the customer telephone support in the event of installation problems within the scope of the warranty (subsequent fulfilment).

4.10 In the case of sale on a data carrier, the limitation period begins with the delivery of the contractual software.

5 Remuneration, terms of payment

5.1 The prices are net prices and do not include statutory VAT. The prices apply only to the respective individual order and do not include any necessary courier, travelling and accommodation costs. These costs will be invoiced separately.

5.2 If the parties have not agreed on a fixed remuneration, the remuneration of RAVE.SPACE shall be based on the amount of work involved. In this respect, RAVE.SPACE's rates at the time the service is provided shall apply. In the case of billing according to expenditure, the number, name, scope, daily or hourly rates and a brief description of the activities of the employees deployed must be stated in the RAVE.SPACE invoice.

5.3 Payment for the services provided by RAVE.SPACE shall be made in accordance with the specified terms of payment. Unless otherwise agreed in individual contracts, a down payment of 40% is due upon acceptance of the offer and the remaining amount is 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 discontinue work on the project if the payment terms are not met.

5.4 Payments without any deductions are due immediately after invoicing. They are always credited to the oldest outstanding invoice.

5.5 The customer is not authorised to read out the source code of the software, to reproduce it or to use it in any other form outside the necessary functionality of the programme. Any infringement shall constitute a serious breach of contractual obligations.

5.6 If the parties have agreed that the customer accepts the software after so-called sprints, the customer has two weeks after the successful completion of a sprint to react to the respective sprints. If the customer does not respond within the aforementioned period and is responsible for this circumstance, RAVE.SPACE is entitled to demand a contractual penalty of 0.3% of the order amount per day from the day of culpable non-acceptance by the customer. The maximum amount of the contractual penalty is 5% of the order amount. The client reserves the right to claim the contractual penalty. The contractual penalty shall be offset against other existing claims for damages by RAVE.SPACE.

5.7 In the case of 7.6, the parties agree on 3 feedback rounds for the sprints. These are agreed as follows:

- **Round 1; Blockout Review:** This is about proportions, shapes, feeling in the space and communicating overarching physical expectations of the space. Find missing elements and insert them as placeholders.
- **Round 2; Refined review:** The final modelling is completed, but the textures and lights are not yet finished. Last chance to add/modify missing 3D models and structures.

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

- **Round 3; final inspection:** only small details remain

The parties agree on two correction loops for each round. Changes to already approved corrections are charged at a surcharge of 150 euros per hour.

5.8 If the parties have concluded 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.

5.9 The customer is solely responsible for the content and data processed with the software. The customer hereby undertakes to use the RAVE.SPACE software only in accordance with the contract and within the framework of the applicable statutory provisions and not to infringe the rights of third parties when using it.

5.10 RAVE.SPACE cannot guarantee the technical availability of the AWS server rented by the customer. If the software does not work due to a failure of the AWS server, the customer must contact AWS for troubleshooting.

5.11 The customer grants RAVE.SPACE the right to name the customer as its client for advertising purposes. For this purpose, he may in particular use the customer's name and logo in his sales flyers and on his website.

6 Rights of use and exploitation

6.1 In the event of delivery of the work results or utilisation of the contractual software, RAVE.SPACE shall grant the customer the irrevocable right to use the work results for the purposes specified in the respective contract without restriction in terms of time, space and content, subject to the condition precedent of full payment of the agreed remuneration. In particular, the

The client is authorised to reproduce, distribute and publicly reproduce the work results.

6.2 The granting of rights does not relate to the source code of the subject matter of the licence. Rights to edit the subject matter of the licence are not granted. The customer is only entitled to a right of reproduction to the extent that is necessary for the respective reproduction for the use of the programme.

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

6.4 The customer is not permitted to assign or transfer the rights of use granted under paragraph 1 to third parties or to grant them sub-licences. Features that serve to identify the programme (e.g. copyright notices, serial numbers, etc.) may not be removed from the contractual software. They may also not be changed.

6.5 In accordance with § 69e UrhG, the customer is entitled to decompile and reproduce the contractual software if this is necessary to maintain the interoperability of the contractual software with other programmes. However, this shall only apply on condition that RAVE.SPACE does not provide the customer with the necessary information within a reasonable period of time at the customer's request.

6.6 The customer may permanently transfer the purchased copy of the contractual software to a third party by handing over the licence certificate and documentation. In this case, the customer undertakes to stop using the programme completely and to delete all copies on other data carriers or to return them to RAVE.SPACE, unless there is a legal obligation to retain them for a longer period of time. At the request of RAVE.SPACE, the customer is obliged to confirm the implementation of the aforementioned measures in writing and, if necessary, to explain the reasons for longer storage to RAVE.SPACE. Furthermore, the customer undertakes to expressly agree with the third party who receives the contractual software from him to comply with the scope of the granting of rights under this contract. The customer is not permitted to rent the products, their reproductions and the documentation to third parties without the written consent of RAVE.SPACE.

6.7 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 acquire the rights of use required for the authorised use from RAVE.SPACE without delay.

6.8 The customer shall only receive the right to use the software after full payment of the agreed remuneration.

6.9 RAVE.SPACE is entitled to keep a copy of the work results for archiving purposes and to pass them on to third parties as a reference project, stating the customer; this also applies 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 is entitled to the copyright. RAVE.SPACE is entitled, after consultation with the customer, to affix a copyright notice in a generally customary form and design to the service result, which the customer publishes together with the service result. Unless the customer and RAVE.SPACE have agreed otherwise with regard to a website created, RAVE.SPACE will be named as the author of the website in the imprint of the website.

7 Liability

7.1 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 German Product Liability Act (ProdHaftG).

7.2 RAVE.SPACE excludes liability for slightly negligent breaches of duty by its representatives or vicarious agents, provided that no damage resulting from injury to life, limb or health is involved and no essential contractual obligations or guarantees are affected. RAVE.SPACE is not liable for indirect damage and consequential damage in the event of negligence. The exclusion does not affect the aforementioned claims under the Product Liability Act.

- 7.3** In the event of a breach of a cardinal obligation, the liability of RAVE.SPACE is limited to the foreseeable and typical damage according to the nature of the transaction.
- 7.4** RAVE.SPACE is not liable for the recovery of data unless it has caused 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.
- 7.5** The customer is aware that, as part of his duty to minimise damage, he must regularly back up his data and, in the event of a suspected software error, take all reasonable additional backup measures.
- 7.6** RAVE.SPACE is not liable for damages arising in connection with the use of the software on the AWS servers. In particular, RAVE.SPACE is not liable for the technical availability of the AWS server rented by the customer.
- 7.7** Any further liability of RAVE.SPACE is excluded. The customer must indemnify RAVE.SPACE from third-party claims arising from product liability.

8 Scheduling

- 8.1** Unless otherwise agreed in an individual contract, the respective contractual relationship begins with the conclusion of the contract and ends with the provision of the service owed or, if acceptance is required, with the respective acceptance of the service. The right to ordinary cancellation during the term of the contract is excluded by mutual agreement. The provision of § 649 sentence 1 BGB does not apply.
- 8.2** The right of both parties to terminate the contract for good cause remains unaffected. If the cancellation was initiated by the customer, RAVE.SPACE's claim to remuneration shall remain unaffected. Otherwise, § 649 sentence 2 BGB applies.

9 Secrecy

- 9.1** The parties undertake to maintain confidentiality. In particular, the information that is the subject of the contract must be treated confidentially.
- 9.2** Confidential information is all information and documents of the other contractual partner that are labelled as confidential or must be regarded as confidential due to the respective circumstances. This applies in particular to information about operational processes, business relationships, expertise, etc. of the other contractual partner. Excluded from this obligation is information that was demonstrably already known to the recipient when this contract was concluded or that becomes known to the recipient from a third party after conclusion of the contract without this being in breach of a confidentiality agreement, statutory provisions or any official orders. Confidential information that must be disclosed due to legal obligations or by order of a court or authority is also excluded. As far as permissible and possible, the recipient obliged to disclose must inform the other contracting party prior to disclosure and give it the opportunity to object to the disclosure. The parties undertake to only grant access to the respective confidential information to consultants who are either subject to professional secrecy or who have previously been subject to the confidentiality obligation of this agreement. The parties shall only disclose confidential information to those of their employees who need to know it for the fulfilment of their official duties and only to the extent that the said employees need to know it for the fulfilment of this agreement. They will inform their employees for the period after their departure

from their company to maintain confidentiality, insofar as this is permitted under labour law.

9.3 The parties undertake to maintain secrecy about all confidential information.

10 Non-compete clause

The customer is prohibited from using his acquired knowledge of the technical possibilities and functions of the software to manufacture competing products. This applies to any direct or indirect activity as well as to commercial distribution. A competing product is any software that corresponds to or is comparable with the copyrighted software.

11 Offsetting and rights of retention

11.1 RAVE.SPACE is entitled to retain all data and documents provided by the customer until the agreed remuneration has been paid in full.

11.2 The customer shall only be entitled to offset counterclaims if these counterclaims have been legally established or are undisputed. The same conditions apply to the assertion of a right of retention.

12 Miscellaneous

12.1 For all disputes arising from the respective contract, the place of jurisdiction is Berlin, as far as legally permissible. RAVE.SPACE is also entitled to sue at the customer's registered office. The place of fulfilment is the registered office of RAVE.SPACE.

12.2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the laws of foreign countries.

12.3 Place of fulfilment: RAVE.SPACE installs the software for the customer on an AWS server rented by the customer.

12.4 The contracting parties shall comply with the statutory provisions on data protection. Third parties engaged shall inform the contracting parties of these obligations.

The law of the Federal Republic of Germany shall apply to all claims arising from the contract to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.5 Amendments and additions to the contractual agreements as well as 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 fulfils the written form requirement, provided that receipt can be proven.

12.6 Should individual provisions be invalid or unenforceable, the remaining provisions shall remain valid. In place of the invalid or unenforceable provision, the provision that comes closest to the economic purpose of this provision in a permissible manner shall be deemed to have been agreed.