Allthings

License Terms and Conditions ("LTCs") for the for the various Allthings Front-Ends and Functionalities of Allthings Technologies AG, Lange Gasse 8,4052 Basel, Switzerland ("AT AG")

A) Definitions and Handling of Services

A1. Definitions

1.1 **"Affiliate"** means any company or legal entity in which the respective Party to Contract directly or indirectly holds more than half of the voting rights or more than half of the members of the management or administrative organ or bodies appointed by law or has the right to conduct the business of the entity, and such entities which have any such direct or indirect influence over a Party and over which the aforementioned influence is exercised, as well as its subsidiaries, but in each case only for as long as the above-mentioned criteria of influence are fulfilled.

1.2 **"Agent" or "User"** is someone who acts on behalf of a Customer, or that has been assigned roles on the Allthings Platform that would enable such action.

1.3 **"Agents Terms of Use"** means the terms of use that apply to Agents, e.g. for the Cockpit.

1.4 **"Allthings"** refers to the Allthings Technologies AG or an Affiliate of Allthings Technologies AG.

1.5 **"Allthings Adapter"** or **"Adapter"** means a system-specific interface with enables the integration of data and processes from a specific ERP system with the Allthings Platform (e.g. the SAP Adapter). Through an Adapter, changes to the ERP dataset are automatically recognized and continuously transferred to the Allthings dataset.

1.6 **"Allthings Connector"** or **"Connector"** means the generic interface that links, couples and connects the Allthings Platform with the Customer's main IT systems, such as ERP, DMS, or CRM and thereby facilitates the transfer of data.

1.7 **"Allthings Insights"** or **"Insights"** is the tool for visualizing data and generating insights based on the usage of the Platform.

1.8 **"Allthings Platform"** or **"Platform"** is a platform on which features and services (hereafter referred to as Applications) are made available to Customers and its Agents and Users according to the Contract(s) concluded between Allthings and the Customer. These Applications are (a) configured and adapted in an Implementation Phase either by Customer by way of self-configuration or by appropriate Implementation Services provided by Allthings, and (b) made available by Allthings to Customer in the Operating Phase as "software as a service", so that Customer can make the specifically configured and adapted Applications available to the respective Agents and Users for use in compliance with the applicable Terms of Use.

1.9 **"Applications"** or **"Apps":** As part of the Allthings Platform, the App is the standard front-end for End-Users provided by Allthings, as opposed to the Platform, which describes the entirety of Allthings' services.

1.10 **"Subscription"** means the specific bundle of features and services on the Allthings Platform provided to the customer and its Users based on the features and services documented in the contract.

1.11 **"API"** or **"APIs":** As part of the Allthings Platform, APIs represent the Application Programming Interface, which is the method for integrating Services within the Allthings Platform.

1.12 **"Confidential Information"** means (a) in relation to Allthings the following: (i) the parts of the Allthings Platform that are not visible to the public, in particular any functions, concepts, methods, processes and designs that are shared with or only available to Agents or other representatives of Customers; (ii) any non-public components of a Contract, in particular the price and fee agreements, contents of the Documentation and information; (iii) all details regarding the Platform Availability; and/or (iv) any information relating to application programming interfaces (APIs), system infrastructure, system security and system architecture designs related to the Allthings Platform; and in addition (b) the following with respect to the respective disclosing Party ("Disclosing Party"): (i) information that the Disclosing Party identifies in Text Form as confidential or proprietary at the time of its disclosure, and/or (ii) information that the Disclosing Party identifies verbally as confidential at the time of its disclosure and summarizes it in a written list which list is forwarded to the other Party within thirty (30) calendar days from the date of disclosure.

1.13 **"Content"** means visual, audio, numerical, graphic, text or other data and content provided by Customers, Users, Customer's Partners or other third parties for the purpose of providing or using the Service(s).

1.14 **"Contract"** means any contractual agreement made in Text Form between Allthings and Customer with respect to one or more Services referring to these LTCs, including the respective Documentation. A Contract includes but is not limited to a Contract with Owners of Real Estate and Partners. A contract may be a signed offering or a separate contract document with respective annexes.

1.15 **"Customer"** means the company or legal entity with which Allthings concludes a Contract. Allthings differentiates between two types of Customers: Owners (of Real Estate) and Partners. Companies that are Affiliates of Customer shall only fall under the term of Customer if this is expressly provided for in the Contract. For a definition of Owners, see section A1.28, for Partners, see section A1.29.

1.16 **"Customer Implementation Success Agreement"** or **"CISA"** means the Exhibit attached to a Contract with Customer (if applicable and agreed upon on the contract), in which the obligations of Customer in the Implementation Phase with regard to his own configuration or his deliveries of Content are defined in the respectively agreed timelines and the agreed quality.

1.17 **"Documentation"** means the content and technical/functional description of the Services provided by Allthings in Text Form, which is either attached to the Contract as an Exhibit or online available and referred to in the Contract. With regard to the Allthings Platform, the documentation consists of the most up-to-date operational support conditions ("Operational Support Standards"), the security standards ("Security Standards") and the list of supported browsers ("List of Supported Browsers"), which are made available to Customer, if desired and applicable, in Text Form either when the Contract is concluded (e.g. via www.allthings.me -> Factsheets) or at any time following conclusion of the Contract.

1.18 **"Data Processing Agreement"** or **"DPA"** means the Exhibit attached to Contract and to be signed separately by the Parties, in which the collection, processing or use of personal data is regulated in accordance with the applicable data protection law.

1.19 **"Front-Ends"** designate the role-specific access points to the Platform for Users, for example, End-Users access the platform via Apps, Agents access the Platform via the Cockpit or via Insights.

1.20 **"Cockpit"** refers to the access to the platform for property managers, property managers or facility managers and enables the management of incidents, Users, documents and news entries for certain buildings or portfolios.

1.21 **"Game Rules"** are guidelines that Allthings establishes for the provision of Content by Users. The Game Rules describe what kind of Users' contributions are permitted and which are not. The Game Rules form the basis for decisions on the removal of abusive contributions, either by the Allthings' moderation and monitoring team, if agreed in the contract, or the Customer's employees.

1.22 **"Launch Notification"** means Allthings' notification in Text Form of the initial operational readiness of the Applications configured and adapted for Customer on the Allthings Platform.

1.23 **"License Terms and Conditions"** or **"LTCs"** means the present terms and conditions of Allthings applicable to each and all Services. Allthings reserves the right to provide additional specific license terms and conditions for individual Customer segments and of Editions.

1.24 **"Micro-Applications"** or **"Micro-Apps"** are individual functions that are used in the Apps. For example, the Micro-App "Building Documentation" is a function within an App that includes the documentation of the building; the Micro-App "Marketplace" is a function within an App for the sale and purchase of goods or services. Some Micro-Apps are usually supplied by Allthings from the start of the Operating Phase (so-called "Basis Micro-Apps"). Other Micro-Apps are optionally activated by Allthings. However, Micro-Apps can also be provided by third parties (so-called "Third Party Micro-Apps" or third-party services). Third Party Micro-Apps may be subject to additional Terms of Use (in the case of "Micro-App Terms of Use" or "MLA").

1.25 **"Micro-App License Agreements"** or **"MLA"** are additional license terms and conditions of Allthings or of Customers who regulate the use of additional functions or Micro-Apps of AT AG or third parties that are or may be integrated on the Allthings Platform. These additional license terms and conditions must be accepted by the User when registering or downloading the App or Micro-App.

1.26 **"Operating Phase"** the operating phase is the period of time between Customer's receipt of the Launch Notification sent by Allthings (only applicable for some Partners) and the termination date of the Contract, during which the Allthings Platform and Operational Services (if ordered) are available for use in compliance with the Contract or during which Partners may offer their services on the Platform (if applicable).

1.27 **"Operational Services"** means the Services provided by Allthings during the Operating Phase in addition to and parallel to the operation of the Allthings Platform and Front-Ends, such as End-user support, etc. as defined in the Contract.

1.28 **"Owner(s)"** describes a subcategory of Customers. Owners are Customers who own real estate and with whom Allthings concludes a Contract.

1.29 **"Partner(s)"** describes a subcategory of Customers. Partners are Customers who typically serve Owners and may provide their services via the Platform or provide Content, or who assume a role on the Platform in the processing of tasks or incidents. Partner may refer to both Partners of a Customer, and Partners that Allthings involves in the development, operation or offered service of the platform. Allthings differentiates between three types of Partnerships: Functional Partnerships, Operative Partnerships or Sales/Marketing Partnerships.

1.30 **"Platform Availability"** means that the Allthings Platform and Applications made available on it are available to the Customer and/or the User at an average of 99.5% of a year in the Operating Phase. The Allthings Platform is in operation 365 days / 24 hours. This does not include (a) scheduled maintenance windows for the purpose of maintaining and maintaining hardware/software and for data backup, provided that these are notified to Customer at least 48 hours in advance in Text Form; (b) unavailabilities not reported by Customer in accordance with the Operational Support Terms and Conditions; (c) unavailabilities caused by systems or networks provided by Customer

(or its service providers) or by other systems and networks outside the Allthings Platform (e. g. by internet service providers); or (d) unavailability due to other circumstances that are beyond Allthings' control or which are not directly accessible by/to Allthings.

1.31 **"Implementation Phase"** means the phase which is used to configure and adapt the Platform to the specific needs of the Owner and to set up, configure and adapt the Partner's account, services and, if applicable, integration, on the platform. The implementation is completed as soon as a User can be systematically invited to the Platform for the first time and/or the Partner's integration or services are live and ready for use on the Platform (if applicable). The Implementation Phase ends when Allthings has issued a notification to the Customer.

1.32 **"Implementation Services"** means the clarification, specialization, setup, configuration, content integration, data migration and project management Services to be provided by Allthings in the Implementation Phase in accordance with the Contract.

1.33 **"Revenue"** is a performance-related fee that Allthings may agree with third parties for the generation of leads and/or new customers and/or user bookings via the Allthings Platform.

1.34 **"Service(s)"** means each and all services to be provided by Allthings under a Contract, consisting of (a) the Implementation Services provided by Allthings in the Implementation Phase (if any), (b) the operation of the Allthings Platform and the Front-Ends and Micro-Applications available on it in the Operating Phase, and (c) any Operational Services provided by Allthings in the Operating Phase (if any).

1.35 **"Service Result"** means all work results which Allthings creates specifically for Customer on the basis of a Contract. The Allthings Platform and the Front-Ends in their standard version/configuration do in no event qualify as a Service Result.

1.36 **"Share"** means a percentage share in the Revenues effectively received by Allthings from a third party.

1.37 **"Terms of Use"** means those terms of use made available on the Allthings Platform with respect to the Apps or Micro-Apps that the End User must confirm when registering or downloading an App or Micro-App. These conditions of use are also referred to as "EULA". Rights of use may be limited to certain real estates and territories specified in the Contract.

1.38 **"Text Form"** means any readable declaration of a Party from which the Party's declarant is identifiable and which can be permanently reproduced (e. g. email).

1.39 **"User"** shall mean a person with an active user account on the Allthings Platform. A User is identified by a unique username and password. Based on roles, individual users have differing permissions that control the parts of the platform to which they have access. Depending on their access rights, they may be variously referred to as "End-Users" (usually tenants or tenants' employees), "Agents" (e. g. property managers or partners).

A2. Conclusion of Contracts

2.1 In connection with each and all Services any of Customer's general terms and conditions shall apply **only** if Allthings has expressly agreed to them at least in Text Form. These Allthings LTCs shall apply exclusively even if Allthings performs a Service without any reservation although Allthings has full knowledge of Customer's conflicting general terms and conditions.

2.2 Any offer made by Allthings relating to Services shall not be binding unless Allthings' offer expressly provides otherwise. Allthings shall be entitled to accept Customer's offers and orders relating to the Services within two (2) weeks following Allthings' receipt of Customer's offer or order.

2.3 Supplementary and additional agreements to a Contract require at least Text Form and an explicit reference to the respective Contract to be valid. In the case of guarantees ("Zusicherungen und Garantien"), the requirements of Section A3.3 of these LTCs shall additionally apply.

A3. Scope and Subject Matter of the Services

3.1 The description of the respective Services (object, content, scope, technical data, front-ends, characteristics, specifications, version, configuration, etc.) is conclusively listed in the Contract concluded between the Parties and the respective Documentation with the order of priority described in Section A3.2

3.2 In the event of conflicts between the stipulations in the contractual documents, the following order of precedence shall apply, i. e. the provisions of the prioritised documents shall take precedence over those of the subordinated documents, unless expressly provided for otherwise in these LTCs: (i) the Contract, (ii) the Documentation, (iii) these LTCs, (iv) if applicable, the Customer Implementation Success Agreement, (v) if applicable, the Data Processing Agreement.

3.3 Guarantees ("Zusicherungen und Garantien") on the part of Allthings are only given if they are made in writing by the management of Allthings and are expressly marked as "Guarantee".

3.4 Partial Services and/or premature Service performance on the part of Allthings shall be permissible, insofar as they are reasonably acceptable for Customer in the individual case concerned.

3.5 Implementation and Operative Services agreed upon in the Contract will be rendered by Allthings as a service ("Dienstleistung") and not on success basis and/or as a work performance ("Werkleistung"), unless the Contract expressly stipulates otherwise.

3.6 Allthings owes the operation of the Allthings Platform and the Front-Ends implemented thereon subject to the successful completion of all Implementation Services, i. e. subject to the successful completion of the configuration as well as subject to timely and correct delivery of Content by Customer in accordance with the Customer Implementation Success Agreement (if applicable) or in accordance with the SLAs defined in the Partner Contract.

3.7 If and to the extent that a Service according to the Contract also includes the delivery of goods, hardware or software to Customer, such delivery shall be carried out Ex Works in accordance with Incoterms 2010, unless such Contract stipulates otherwise. Customer shall also be responsible for the assembly and installation of each of these deliverables, unless the Contract stipulates otherwise.

3.8 If Allthings offers Customer several/different Services at separate prices, which can be allocated to the respective Service (individual prices), a legally independent Contract within the meaning of these LTCs deems to exist for each of these Services.

B) Specific Rules for the Access and Use of the various Allthings Front-Ends and Access Points

B1. The App: Front-End for End-Users

1.1 IF stated in the Contract, Allthings shall make and keep one or several Apps available to the Customer for the term of the Operating Phase in accordance with the Platform Availability, so that Customer can make it available to the End-Users for use during this term in accordance with the applicable Terms of Use (EULA).

1.2 If stated in the Contract, Allthings shall make and keep Connectors and Adapters available to Customer for the term of the Operating Phase in accordance with the Platform Availability, so that Customer can exchange data in accordance with the applicable Terms of Use.

1.3 All End-Users must agree to the Terms of Use referred to as "EULA" (see section 1.37) which can be accessed and downloaded through the app anytime. The App is delivered as a standard web-app. Allthings shall make and keep the Allthings App available to the Customer and his Users for the term of the Operating Phase in accordance with the Platform

availability, so that Customer can make the App and Micro-Apps available to the Users for use during this term in accordance with the applicable Terms of Use.

1.4 Allthings may, at its discretion, offer the same or similar content as the App through other interfaces, including additional web-apps, native apps or integrations with other tools. Use of these additional interfaces must be defined in the contract terms. The restrictions of Sects. C11 and C13.4 of these LTCs remain reserved.

1.5 Customer may be authorized in a Contract to configure the Apps in accordance with the Documentation, in particular the Allthings User and Security Guidelines, and to provide the Users with Apps under his own brand and logo, provided that this is done together with the clearly visible notice "powered by Allthings" or "runs on Allthings". Allthings or its licensors are and remain the owners of all copyrights, trademark rights, patent rights and other intellectual property rights or other rights to the Allthings Platform.

1.6 In the case permitted by the Contract, Customer may be entitled to provide additional Terms of Use for the use of Applications or Micro-Apps in addition to the respective Allthings Terms of Use against reimbursement of all coordination costs incurred by Allthings. In this case, Customer shall prepare these Terms of Use in such a way that they do not conflict with the Allthings Terms of Use. Allthings shall release in Text Form the terms and conditions provided by Customer prior to their publication on Allthings.

1.7 For the purpose of increasing the intensity of use and improving the Applications, Allthings has the right to make information and offers directly available to the End Users, provided they are in line with the purpose of the respective Application (e. g. "improvement of life at home or at work") and do not conflict with the interests of the Customer. This can take the form of news, postings, offerings, user surveys or an Allthings news channel.

B2. The Cockpit: Front-End for Cockpit Agents

2.1 IF agreed upon in the contract, Allthings shall make and keep the Cockpit available to Customer for the term of the Operating Phase in accordance with the Platform Availability, so that Customer can make his Services available to the Users for use during this term in accordance with the applicable Terms of Use (Agent Terms of Use). The restrictions of Sections C11 and C13.4 of these LTCs remain reserved

B3. Allthings Insights: Analytics Front End for Customers

3.1 IF agreed upon in the contract, Allthings shall make and keep Allthings Insights available to Customer for the term of the Operating Phase in accordance with the Platform Availability, so that Customer can make his Services available to the Users for use during this term in accordance with the applicable Insights Terms of Use (Agent Terms of Use). The restrictions of Sects. C11 and C13.4 of these LTCs remain reserved.

3.2 During the Term of the Contract and if stated in the contract, Customers and their Allthings Insights Agents have the limited, non-exclusive, non-sublicensable right to access and use the Insights Service solely for the internal business purposes of the Customer or the organization or entity the Allthings Insights Agent is working for. Customer shall be responsible and fully liable for the Allthings Insights Agents' compliance with the terms of these LTCs and the Contract and shall make sure that Allthings Insights Agent is bound to the Terms of Use.

3.3 Allthings Insights Agents' use rights may be transferred to another named Allthings Insights Agent at Customer's request in Text Form. Allthings may make such transfer dependent of the payment of a reasonable administration fee by the Customer. Apart from such transfer, Customer's and Allthings Insights Agent's use rights are non-transferable.

3.4 Neither Customer nor its Allthings Insights Agents are allowed to remove or alter any trademark, trade name, copyright, patent, patent

pending, or other proprietary notices, legends, symbols, or labels appearing on the Insights Services or related Insights Documentation.

B4. APIs: for 3rd-party Developers or Functional Partners

4.1 If stated in the Contract, Allthings shall make and keep APIs available to Customer for the term of the Operating Phase in accordance with the Platform Availability, so that Customer can make his Services (e.g. in the form of Apps and Micro-Apps) available to the Users for use during this term in accordance with the applicable Terms of Use.

4.2 Allthings' Long Term Support (LTS) for APIs lasts for 18 months from release date after which Allthings may deprecate that specific version in favor of a newer version and will no longer support the previous version. In this case, the Customer is obliged to work with Allthings and move to the new version. The restrictions of Sects. C11 and C13.4 of these LTCs remain reserved.

4.3 This Section does not create any obligation on the part of Allthings to check or monitor any data of Customer and/or the User or of any Content provided. In the case of Section C2.6 (b) to (d), Allthings is additionally entitled to remove or delete illegal, unfair or immoral Data and Content.

B5. Connectors & Adapters

5.1 If stated in the Contract, Allthings shall make and keep Connectors and Adapters available to Customer for the term of the Operating Phase in accordance with the Platform Availability, so that Customer can exchange data the applicable Terms of Use.

5.2 Allthings' Long Term Support (LTS) for a connector or an adapter lasts for 18 months from release date after which Allthings may deprecate that specific version in favor of a newer version and will no longer support the previous version. In this case, the Customer is obliged to work with Allthings and move to the new version. The Connectors and Adapters are made available in accordance with the applicable Terms of Use. The restrictions of Sects. C11 and C13.4 of these LTCs remain reserved.

5.3 This Section does not create any obligation on the part of Allthings to check or monitor any data of Customer and/or the User or of any Content provided. In the case of Section C2.6 (b) to (d), Allthings is additionally entitled to remove or delete illegal, unfair or immoral data and Content.

C) Rights and Obligations of the Individual Parties and further terms

C1. Obligations of the Customer

1.1 Allthings Customer is prohibited from using the Allthings Features and Services as follows: (a) copying, translating, disassembling, decompiling, reverse engineering or otherwise modifying the Services or parts of them (except as described in the Documentation or permitted by mandatory applicable law); (b) the transmission of content or data or the linking to such that is illegal, unlawful, unfair, harmful, threatening, malicious, offensive, harassing, illicit, defamatory, libelous, vulgar, obscene or offensive, violates the right to privacy or the personality rights of a third party, hateful or disrespectful of certain races, or (c) infringing the rights of third parties, in particular third party intellectual property rights; (d) disturbing or disrupting software, systems or networks through which these Services are hosted or operated; (e) sublicense, license, sell, lease, lease, rent, outsource or otherwise make the Services available to third parties, except for users who use the Applications in accordance with the applicable terms and conditions of use; (f) bypassing user authentication or security features of the Allthings Applications and Micro-Apps; (g) using an application programming interface (API) for accessing the Allthings Platform other than those provided by Allthings; (h) the use of Allthings Applications or Micro-Apps in any manner that violates applicable laws or regulations at the local, state or federal level or violates international or foreign laws or regulations; or (i) authorizing a third party to use passports (e.g.

OAuth Clients or access tokens) and passwords issued to or selected by Allthings to access the Allthings Platform, other than those granted to Users under the applicable Terms of Use.

1.2 Insofar as Allthings has no obligation to provide certain Implementation Services under a Contract, Customer are responsible for the immediate completion of the Implementation Phase, in particular for the delivery of the Content and required data, the provision of interfaces or the completion of configuration. This also applies if Customer transfers the implementation services to a third-party provider.

1.3 In Case Allthings provides services, Customer shall provide Allthings with all Content required for the provision of the Services correctly, on time and - unless otherwise agreed - in accordance with the Customer Implementation Success Agreement (if applicable). Customer warrants to Allthings that the data and Content (a) are free from viruses, trojans and comparable elements which could damage the systems or software used by Allthings or its subcontractors for the provision of the Services, and (b) are free from the rights of third parties, in particular industrial property rights of third parties.

1.4 If Customer's Partners are to be involved in the provision of the Services (e. g. by receiving and processing reports via the Platform from Users), Customer must disclose these at the conclusion of the Contract. Customer will ensure that the Partners implement the tasks assigned to them with due care and with the necessary sustainability and that they work towards the achievement of agreed objectives and adapt their processes accordingly. In the event of any bad performance by such Partner, Allthings shall be entitled to notify respective Customer hereof and Customer shall take the necessary steps to ensure compliance again.

1.5 Customer shall enter into an agreement with the Partner enabling the processing of data held or generated on the Allthings Platform and the provision of services by the Partner in compliance with the data protection regulations and other legal requirements exclusively for the purpose of fulfilling this service. Customers shall select their Partners with the due diligence required by law and shall support Allthings to the best of his ability in Allthings communication with such Partners.

1.6 If Partners who have been directly commissioned by Customer (e. g. building services solutions) are integrated, the Partner is ultimately responsible for the correct operation of his solution and the functioning of the interfaces in accordance with the applicable Allthings' requirements. If the Partner's systems no longer function or do not function to the desired extent, this function may be removed from the Application on the Allthings Platform.

1.7 Customer shall provide contact persons who are able to make binding decisions for Customer at any time or to bring about these promptly.

1.8 If Allthings software or other tools are provided to Customer by Allthings, Customer shall always use the latest version and shall install all updates made available to them during the term of the Contract immediately after they are made available. Up-dates shall be deemed to have been made available to Customer if Customer has access to them either via an appropriate update function and Customer has been informed of the availability of the update by the Application or by e-mail, or if Customer has received a data carrier containing the update. Customer shall bear all risks arising from the continued use of old versions.

1.9 Allthings provides all Services only in those languages that are explicitly stated in the Documentation.

1.10 Customer further assure that all personal data provided by them will be collected, maintained, processed and handled in accordance with all applicable data protection laws, rules and regulations.

1.11 Customer is obliged - especially in the case of his own domain - to observe the usual IT security standards. He is obliged to change all passports (and passwords that are used to access the Allthings Platform on a regular basis. If Customer becomes aware that an unauthorized third party has been informed of a passport or password, the affected Customer must inform Allthings without delay and immediately change the relevant passport. Any sources of danger and risk not under Allthings' influence must be switched off by Customer on his own responsibility. This includes, in particular, the use of programs, drivers or other tools downloaded from the internet as well as the execution of

applications that circumvent Allthings' security mechanisms. Customers are each responsible for their IT infrastructure used to use the Allthings Platform and for the additional backup of his data. In particular, he shall ensure that the installation, configuration, and administration of his network and the hardware and software used are guaranteed to provide optimum performance, security, and availability and that browsers are used which correspond to the list of supported "A-Grade Browsers" referred to in Section A1.17 (The list of supported "A-Grade Browsers"). Customer is also responsible for his uninterrupted connection to the Allthings Platform for the term of the Contract, including the necessary sufficiently fast internet connection. Customer must ensure that a complete and faultless remote data transmission for the use of the Allthings Platform as well as a complete and faultless receipt of data for the proper use of the Allthings Platform and fulfillment of other contractual obligations of Allthings is guaranteed.

C2. Rights of Allthings

2.1 With the exception of the limited rights expressly granted in the Contract and these LTCs, no ownership or usage rights to the Allthings Platform, including the Service Results shall be transferred or granted to Customer by Allthings. All rights which are not expressly granted to Customer in a Contract or these LTCs are reserved by Allthings and its licensors.

2.2 In the case permitted by the Contract, Customer may be entitled to provide Terms of Use for the use of Applications or Micro-Apps in addition to the respective Allthings Terms of Use against reimbursement of all coordination costs incurred by Allthings. In this case, Customer shall prepare these Terms of Use in such a way that they do not conflict with the Allthings Terms of Use. Allthings shall release in Text Form the terms and conditions provided by Customer prior to their publication on Allthings.

2.3 Allthings is and remains the owner of all rights to all Service Results, in particular insofar as Allthings provides Implementation and Operative Services. Insofar as not otherwise agreed in the Contract, Customer has the non-exclusive right to use these Service Results only in connection with his use of the Allthings Platform in accordance with the terms and for the term of the Contract.

2.4 The Allthings Platform may contain links to third-party websites and micro-apps and the content provided by third parties, as well as, Apps and Micro-Apps, Content and features provided by third parties. Insofar as Allthings has made it clear to Customer that these Contents and functions originate from third parties, Allthings shall make these Contents and functions available to Customer without warranty for defects and shall assume no liability for the correctness or completeness of these Contents and functions.

2.5 Allthings shall be entitled to verify and audit Customer's compliance with the provisions of the Contract, if necessary by introducing appropriate technical measures on the Platform.

2.6 Allthings shall be entitled to refuse or discontinue Services individually, partially or entirely and in particular to deactivate all User names and passwords of Customer on the Allthings Platform on the Applications and/or in the case of Micro-Apps, if and to the extent that

    (a) there is a material breach of the contractual or other obligations by Customer which is not remedied by Customer within seven (7) days after receipt of a notice of such breach from Allthings in Text Form; or

    (b) this is necessary for reasons of public safety, the security of network operation, the maintenance of network integrity, the interoperability of Services, data protection or the fight against unlawful, unfair or immoral content; or

    (c) there are concrete indications that Customer is in breach of one of his obligations under Sections C1.1 specifically and the entirety of C1) of these LTCs; or

    (d) the continued use of the Allthings Platform by Customer and/or User, in particular data of Customer or the User or Content provided by them, which could impair the Allthings Application (including the whole Platform and systems used for the provision

of Allthings), harm other Allthings customers or could lead to an infringement of applicable law or the rights of third parties.

Allthings has no obligation to check or monitor any data of Customer and/or the User or of any Content provided. In the case of Section C2.6 (b) to (d), Allthings is additionally entitled to remove or delete illegal, unfair or immoral data and Content.

C3. Support, Security und Platform Availability

3.1 During the Operating Phase, Allthings shall provide support to the Customer for the Allthings Platform in accordance with the most current Operational Support Terms and Conditions which are made available as part of Allthings' Documentation as specified in Sect. A1.15 of these LTCs. This operational support is included in the ongoing fees to be paid by Customer unless the Contract or the Documentation expressly state otherwise.

3.2 Any other support for the Customer on the part of Allthings going beyond operational support, e. g. support for self-configuration by Customer, setup by Customer, Cockpit training etc. will be provided by Allthings to Customer only if required by Customer and as part of the Implementation Services on the basis of separate Contract against an additional fee.

3.3 When operating the Allthings Platform, Allthings uses and applies economically reasonable security technologies (e. g. locking, passport (e.g. OAuth Clients or access tokens) and password protection and firewall protection) in accordance with most current Security Standards which are made available on the Platform as part of the Documentation.

3.4 Allthings ensures the Platform Availability only during the Operating Phase and not during the Implementation Phase. If Allthings does not achieve the Platform Availability in the Operating Phase, Customer is entitled to a credit note in the amount of two percent (2%) of the current fees incurred in the Operating Phase for the respective month, namely for each percent (1%) (or each part of it) by which Allthings lacks this Platform Availability, but not more than 100 percent (100%) of the fees for the Operating Phase. This is the only and exclusive legal remedy of Customer in the event of such a failure to fulfill the respective Contract. Customer has the right, if Allthings culpably lacks the Platform Availability in two (2) consecutive calendar months after a full yearly reference period, to terminate the Contract for good cause. In this case, Allthings shall reimburse Customer on a pro rata temporis basis only the fees paid in advance for the remainder of the term of the Contract from the date of termination, but shall not reimburse the fees paid for the Implementation Services rendered or for Operation Services already rendered in the Operating Phase. Other claims are excluded in the case of the aforementioned termination option. Claims for reimbursement within the scope of this Section must be asserted by Customer at least in Text Form within two (2) weeks after the end of the relevant period of time.

C4. Partners on the Allthings Platform

4.1 Partners can either be brought onto the Platform by Customers or Allthings.

4.2 Partners of Allthings are brought in on the basis of a Partner Contract. Allthings offers the following types of Partnerships which can also be combined:

    (1) **Sales/Marketing Partnerships:** This type of Partnership has the aim of marketing jointly the pure or joint Allthings platform

    (2) **Functional Partnerships:** This type of Partnership is designed for technical partner functionalities and data that is being integrated into the Allthings platform.

    (3) **Operative Partnerships:** This type of Partnership is designed for Partners who are using the Allthings platform for operation purposes, e.g. for property management.

4.3 For all Partners, whether brought in by Allthings or the Customer, the following shall apply:

(a) If a Customer introduces a Partner to the Platform, the Customer shall be responsible for ensuring that the Partner renders his services in conformity with all Allthings provisions, in particular the provisions of Sect. C1 of these LTCs. Allthings provides appropriate guidelines for this purpose. Allthings is in no way responsible for the correct functioning of the services or the correct provision of services by Customer's Partners.

(b) All expenses for any customer specific adaptations to the systems of a Partner shall be agreed directly between the Partner and the respective Customer on the basis of Allthings' requirements. Allthings can advise Partners on the integration on the Platform against reimbursement of related expenses incurred by Allthings

(c) Customer can suggest potential Partners to Allthings, which Allthings may build up, integrate and support directly or for payment. If Allthings accepts such a Partner proposal, Allthings confirms this in writing and subsequently agrees on all regulations with the Partner directly in the form of a Partner Contract and without the Customer's involvement.

(d) Allthings is free to agree on Revenues with Partners, even if they are Partners of the Customer. If Customer provides his Users with a service of a Partner and if there is a Revenue Share Agreement of Allthings in place with such a Partner, Customer receives a Share in accordance with the Revenue Share Agreement and on the basis of the net Revenues received by Allthings. Allthings shall be entitled to offset the agreed Revenues against the fees charged to Customer for Services in the Operating Phase. The payment of the Share is made exclusively by way of set off, i. e. in the case of non-existent settlement option, there is no entitlement of Customer to the Share. The disbursement is made only after Allthings has collected the actual Revenue from the Partner. Allthings shall prepare a statement of account for the Customer upon settlement of the Share stating the net Revenues received by Allthings and the resulting Share. Any additional rights of Customer for information and audit are excluded. Objections against the accounting must be raised by Customer in writing to Allthings within one month after receipt of the statement of account. Upon expiry of the timeline without any formal objections, the Customer acknowledges the correctness of the information contained in the statement

C5. Changes to the Services and Documentation after Conclusion of the Contract

5.1 Allthings continuously updates the Allthings Platform independently of the order or the Contract with Customer, both with regard to the provided functions as well as with regard to the design and user guidance. The respective updates automatically replace the previous status. Allthings, therefore, reserves the right to make technical, design or functional modifications of the Allthings Platform and all its included Services and/or the Documentation (Allthings Support Conditions, All-things Service Level, Allthings Security Guidelines, etc.) during the Implementation and Operation Phases in accordance with Section C5.2 of these LTCs. Modifications of the Allthings Platform are carried out by their implementation on the Platform and modifications to the Documentation are notified to Customer by providing an updated Documentation on the Allthings platform while at the same time indicating the status of the implementation of the modification. Customer will keep himself/herself informed about the implementation of modifications of the Documentation by regularly inspecting the Allthings Platform.

5.2 Modifications of the Allthings Platform and/or the Documentation shall not affect the rights and obligations of the parties to the Contract, insofar as these are minor modifications. Non-substantial modifications shall be deemed to have been made, provided that the requirements agreed in the Contract with Customer are materially met even after the modification has been implemented and Customer can reasonably be expected to accept them in the individual case involved. If the Contract does not expressly state otherwise, minor modifications exist in particular if

(a) outdated or unusual file formats, third-party software or technical systems (e. g. browsers) of the Allthings Platform are no longer supported;

(b) functions of not essential nature are modified, replaced or disabled on the Allthings Platform, such as in particular updating, adding or disabling Micro-Apps;

(c) Front-Ends are creatively updated or modified on the Allthings Platform (form, color and dimensional changes, navigational logic); and/or

(d) requirements for the systems and connectivity are updated.

5.3 Should Customer request changes to a Service (e.g. to the Allthings Platform, Implementation Services, Front-Ends or Operational Services) after the conclusion of a Contract in writing (Change Request of Customer), Allthings will examine such request and implement it, if and to the extent that this is possible and technically feasible for Allthings with no relevant efforts. If there is a foreseeable significant expense, the processing of the change request by Allthings as well as the possible implementation of the changes by Allthings in accordance with the changed requirements of Customer is not included in the remuneration (price or fees according to Section C6 of these LTCs) for the respective Service, but - if at all - is provided against payment of an additional expenditure-related remuneration in accordance with the currently valid rates at Allthings. The details will be offered by Allthings before the implementation of the change. If necessary, the changes will then be documented in a supplementary agreement to the Contract in Text Form.

5.4 If Customer decides to make use of additional services of a Partner, Allthings assumes no liability for any errors or failures of the Allthings Platform caused by this Partner of the Customer. In this context, the Customer is not entitled to a reduction of the fees. Allthings may deny access to the Allthings Platform to a Partner who, at the sole discretion of Allthings, presents a security risk or other risk to Allthings' systems, data or intellectual property.

5.5 If Customer gains access to a free function or Apps of the Allthings Platform during the term of a Contract, Customer acknowledge that Allthings (i) is not obliged to provide support in this respect; and that Allthings (ii) may discontinue the provision of these free functions or Apps at any time without prior notice.

5.6 Allthings may give the Customer access to "beta functions" expressly designated by Allthings as such on the Platform (functions or Apps that are not generally available and not validated and quality-assured in accordance with the Allthings standard processes must be designated "beta functions" by Allthings) and Customer may accept this offer. This access to beta functions is intended to give Customer the opportunity to test the functions in his business operations and to give feedback to Allthings about these tests. The beta functions are described in the Documentation. In order to use the beta functions, Customer may have to accept additional conditions from Allthings. Any productive use of the beta functions is at the sole risk of Customer. Allthings does not warrant the accuracy, completeness or regular operation of beta functions and is not liable for errors or damage caused by the use of beta functions.

C6. Prices, Fees, Invoicing and Payment Terms

6.1 If Allthings has to provide Implementation Services under the Contract, Allthings may invoice initial fees agreed upon in the Contract upon the effective date of the Contract.

6.2 Customer owes the ongoing monthly fees from the signing date of the contract. Allthings will invoice the current fees annually in advance, unless otherwise stated in the contract.

6.3 All units (all types) in the system are billed starting on the platform starting at the date of signing of this contract. Units added after the platform launch will be billed based on the unit creation date. Exceptions: Any exceptions must be defined in the contract. Other common exceptions may include specifications for billing only units with a certain unit_type, or different pricing for different units with different unit_types. Each unit

has a unit type (e.g. flat, parking-space, office, storage, commercial, various, restaurant). This is also specified within the contract.

6.4 Monthly Fees will automatically be increased by 15% after each term of 12 months, without prior separate information to the Customer, to compensate for ongoing investments in and improvements of products and services of Allthings.

6.5 Allthings shall charge travel and expenses ("costs") incurred during the Implementation Phase and in the Operating Phase in addition to the prices and fees as actually incurred. The prices for public transport (second class railways, economy class flights) and mid-range hotels are the basis for reimbursement.

6.6 Allthings shall only send one (1) invoice per invoicing period to one (1) designated recipient. If Customer wishes the invoices to be further split, Allthings reserves the right to charge CHF 50/50€ per additionally created invoice.

6.7 All invoices are sent out in PDF format via email to a designated billing address stated in the contract, unless otherwise agreed with the Customer. If Customer wishes to receive invoices via post, Allthings reserves the right to charge an additional sum of CHF 4,50/4,50€ per letter.

6.8 Customer shall be obliged to pay the prices, fees, and costs invoiced by Allthings within thirty (30) calendar days of the date.

6.9 With due date, Allthings may demand default interest in the amount of the respectively valid statutory default interest rate.

6.10 The prices, fees and costs specified in the quotations of Allthings and/or in the Contract do not include value-added tax or VAT, foreign withholding tax, usage tax, property tax, consumption tax, service tax or similar taxes ("Tax(es)"), which are levied immediately or at a later date at the expense of Customer. Any direct payment approvals or valid tax exemption certificates must be submitted to Allthings before the Contract is signed. If Allthings is obligated to pay Taxes, Customer must immediately reimburse Allthings the corresponding amounts. Customer undertake to compensate Allthings for any Taxes and associated costs, interest and fines paid or payable by Allthings.

6.11 Customer may only offset undisputed claims or claims that have been finally awarded by a court of competent jurisdiction and may only base a retention or right of retention on such claims. Customer may not assign his rights and claims to third parties, unless permitted by mandatory law

C7. Term and Termination of the Contract

7.1 A Contract for the use of the Allthings Platform shall run for a period of twelve (12) months from the signing date of the contract, unless a different term has been agreed in the Contract. After this term, the Contract is automatically extended for a further twelve (12) months (so-called "extension period") unless one of the Parties informs the other Party, at the latest three (3) months before the start of the next respective extension period, that they do not wish to extend. This notification must be made in writing by either Party to be effective.

7.2 Each Party may terminate a Contract for good cause; however, any statutory rights of the Customer to terminate the order without cause are excluded. Any termination of a party for good cause must be made in writing. In particular, each Party may terminate a Contract as follows:

(a) Allthings may terminate the Contract for cause if, within thirty (30) days after receipt of a written notification of breach by Allthings, contacted Customer does not remedy the material breach of contract for which remedy is possible (in particular thirty (30) days delay in payment)

(b) Customer may terminate the Contract for cause if Allthings fails to submit an adequate remedy plan for a material breach of contract within thirty (30) days after receiving a written notification of breach from Customer.

Only in the case of an effective termination according to Sect. C7.2 (b) will Customer receive a pro-rata refund of the fees already paid in advance for the rest of the Operating Phase from the termination date. Allthings will not reimburse or refund paid fees for Implementation

Services and fees for Services already rendered in the Operating Phase. Claims for reimbursement within the scope of this Section must be asserted by Customer in Text Form within two (2) weeks after Allthings' receipt of the termination notice. Customer's termination rights under Sects. C3.4 and C5.2 shall remain unaffected.

7.3 A non-functioning of any Partner's service - regardless of whether it was introduced by Allthings or by Customer - which is not caused by Allthings - is never a reason for termination of a Contract.

7.4 From the effective date of termination of a Contract Allthings may terminate Customer's access to the Platform and the User's access to the Apps. Customer has the possibility to access his data at any time during the Operating Phase and he has the possibility to export and retrieve the data within thirty (30) days after the end of the Operating Phase. Access and export are subject to the data protection requirements and limits imposed by factors such as (i) the size of the instance of Customer, (ii) the volume and format of the data retrieved or exported, and (iii) the frequency and/or timing of the export and retrieval of the data. Thirty (30) days after the end of the Operating Phase, Allthings is no longer obliged to maintain or make available Customer's data. Except if the data of Customer is removed by Customer in accordance with Sect. C2.6, or Allthings undertakes the economically reasonable efforts to permanently and irrevocably remove, delete or overwrite all data which are still hosted on the Platform, unless and insofar as applicable laws and regulations do not require further storage of this data by Allthings. At Customer's request, Allthings shall confirm in writing to Customer the complete export of all data or the contractual deletion of the data received in connection with the Contract and from Users and Partners.

7.5 Sections C6 (except C6.5), C8 to C13 of these LTCs shall survive the expiration or termination of a Contract.

C8. Limited Liability for Defects in the Allthings Platform and in Operative Services

8.1 For those parts of the Allthings Platform that are subject to a statutory liability for defects ("Gewährleistung"), including the Apps as well as the Operational Services, Allthings grants a limited warranty in accordance with Sections C8.1 to C8.5. Allthings warrants that, always subject and limited to the Platform Availability, these Services for the term of the Contract show and continue to show the expressly and conclusively characteristics agreed in Section A3.1, and that no rights of third parties for the term of the Contract are and will be infringed as a result of granting the agreed rights of use to Customer and User. Customer shall immediately notify Allthings in writing of any defects occurring, including a detailed description of the defect and the information that is necessary or helpful for remedying the defect. If Customer discontinues the use of the aforementioned Services for reason of damage mitigation or other important reasons in the case of defects of title, Customer shall inform the third party that the discontinuation of use does not imply an acknowledgement of the alleged infringement of industrial property rights. Customer shall only be entitled to take legal action against the third party in agreement with Allthings or authorize Allthings to conduct the dispute.

8.2 In the event a defect has been notified by Customer as per Sect. C8.1 Allthings shall provide subsequent performance in such a way that Allthings, at its discretion, makes a new or modified but defect-free version of the Allthings Platform, including Applications and Operational Services, available to Customer or remedies such defect within a reasonable grace period. If Allthings notifies Customer of possibilities to avoid the effects of the defect and/or makes available appropriate circumvention solutions, this shall extend the grace period accordingly. Customer shall accept use of a new or modified version of the Allthings Platform including the Applications and Operational Services if the contractually agreed functional scope is retained and the modification is not unreasonable. The term of the grace period depends on the degree of operational obstruction which the Customer suffers from.

8.3 Only if and to the extent that subsequent performance of defective Services finally fails after expiry of a grace period set by Customer as per Sect. C8.2 in writing, Customer may reduce any fees and/or claim damages. The right of Customer to terminate for cause due to defects is subject to Section C7.2 of these LTCs. In case the defect results from the infringement of third-party rights, also Allthings shall have a right to terminate for cause if subsequent performance is not possible or only available to Allthings at commercially unreasonable conditions. Allthings shall be liable for damages or compensatory expenses incurred due to a defect within the limits specified in Section C9 and only if Allthings is at fault. Other (statutory) rights of Customer due to defects in the Services, in particular a possible liability of Allthings independent of fault, are excluded.

8.4 The claims of Customer under this Sect. C8 shall become statute-barred in accordance with Sect. 10.3. this shall also apply to claims arising from termination and fee reduction in accordance with Sect. C8.3, sentence 1. However, the limitation period shall be suspended if Allthings checks the existence of a defect or renders subsequent performance in agreement with Customer, until Allthings notifies Customer of the result of its inspection or declares the subsequent performance to be terminated or refuses subsequent performance. The limitation period shall commence at the earliest three months after the end of the suspension. The shortening of the limitation period contained herein do not apply in case of intent or gross negligence by Allthings, fraudulent concealment of the defect or personal injury.

8.5 If Allthings provides troubleshooting or debugging services without being obliged to do so, Allthings may claim from Customer reimbursement of its efforts. This applies in particular if a defect reported by the Customer is not verifiable or Allthings cannot be attributed to it, or if the Platform is not used in accordance with the Documentation. In particular, any costs and efforts incurred by Allthings in remedying defects shall also be reimbursed, in case Customer fails to properly fulfil his obligations to cooperate, fails to properly use the Allthings Platform including the Applications or has not used the Services recommended by Allthings.

8.6 If a Channel Partner advertises or offers its services to Users via the Allthings Platform or if Users order services or other offers of the Channel Partner via its App or Micro-App, Allthings is expressly not part of any contractual relationship between the User and Channel Partner that may arise. Allthings is only the operator of the Allthings Platform through which the Channel Partner offers its services or other offers to Users. If Customer makes Apps or Micro-Apps of a Channel Partner available to its Users, Allthings therefore does not assume any warranty for the quality of the provision of any services of the Channel Partner and is in no event liable for material or immaterial damages which arises when the Channel Partner provides or fails to provide these services. In particular, any liability or obligation by Allthings in connection with the provision of the services of the Channel Partner for indirect or consequential damages as well as for damages from delayed delivery is expressly excluded. In addition, Allthings is not liable in this context for damages caused by accident, force majeure, third parties or by contract. The Principal undertakes not to give the impression, especially when using its own additional Terms of Use, that Allthings is involved in a contractual relationship between the User and the Channel Partner or that Allthings assumes liability or responsibility for the services or offers of the Channel Partner

C9. Limited Liability for Defects in Other Services

9.1 If Allthings is liable in accordance with statutory provisions for defects of quality and title for Services which do not exist in the Allthings Platform or the Operative Services, in particular for defects of quality and defects in the Implementation Services, or if Allthings commits any other breach of duty in connection with the Services, Customer shall always notify Allthings in writing and grant Allthings a reasonable grace period for subsequent performance.

9.2 Only if and to the extent that subsequent performance of these Services finally fails after expiry of a reasonable grace period set by Customer in writing, Customer may reduce the prices and/or claim

damages. The Customer's right to extraordinary termination of the Contract due to defects shall be subject to Section C7.2 of these LTCs. Allthings shall only be liable for damages or reimbursement of expenses incurred as a result of a defect within the limits specified in Sect. C10 and only if Allthings is at fault.

9.3 Sect. C8.4 and C8.5 shall apply accordingly in the context of this Sect. C9.

C10. General Limitation of Allthings' Liability

10.1 In all cases of contractual and non-contractual liability arising from and in connection with a Service, Allthings shall pay compensation for damages or reimburse expenses incurred by Customer only if and to the extent due to Allthings' own fault, and then within the following limitations:

(a) In the event of intent, Allthings shall be liable without limitation, in the event of gross negligence and in the absence of a condition for which Allthings has assumed a guarantee ("Zusicherung", "Garantie"), Allthings shall be liable only to the extent the damage which is to be prevented by the breached obligation or guarantee is foreseeable for Allthings;

(b) in other cases: liability is per case limited to 20% of the total remuneration paid by Customer for the respective Service causing the liability in the calendar year concerned, and in aggregate for all cases in the calendar year not exceeding 50% of the remuneration paid for the Service causing the liability in the calendar year concerned, but not exceeding a total amount of EUR 100,000 in the calendar year concerned. The calendar year concerned is the calendar year in which Customers damage claim comes into existence for the first time.

Any credits according to Sect. C10.3 shall be credited against Customer's claim for damages of Customer.

10.2 Allthings may at all times raise the objection of contributory negligence (e. g. due to a breach of cooperation obligations under Section C1). The limitations of liability pursuant to Section C10.1 shall not apply in the case of liability for death, personal injury or liability pursuant to strict product liability.

10.3 All claims against Allthings for damages or reimbursement of expenses in the case of contractual and non-contractual liability shall be subject to a limitation period of one (1) year. The limitation period begins according to the statutory provisions. It commences no later than five (5) years after the date the claim comes into existence. The provisions of sentences 1 to 3 of this Sect. shall not apply to liability in the event of intent or gross negligence, death or personal injury or in accordance with strict product liability.

C11. Confidentiality and Customer's Feedback

11.1 The use or reproduction of Confidential Information in any form whatsoever is prohibited, unless this takes place in fulfilment of the Contract. Reproductions of Confidential Information of the other Party remain the property of the Disclosing Party and must contain all notices and notes on their confidential or secret nature, which are also contained in the original. With respect to each other's Confidential Information (a) each Party shall take all reasonable steps (as defined below) to keep the Confidential Information confidential, and (b) each Party shall not disclose Confidential Information of the other Party to anyone other than those persons who require access so that the other Party may exercise its rights under a Contract and/or fulfill its contractual obligations, and shall be subject to the confidentiality obligations of the other party. For the purposes of this Section, "reasonable steps" are those steps which the receiver usually takes to protect his own comparable Confidential Information, and which correspond at least to the reasonable level of care. These provisions

shall apply mutatis mutandis to Confidential Information disclosed by a Party prior to the signing of a Contract.

11.2 The foregoing restrictions on the use and disclosure of Confidential Information shall not apply to information that (a) has been independently developed by the recipient without reference to the Confidential Information of the Disclosing Party, or has been lawfully and unrestrictedly acquired by a third party entitled to make such information available, (b) has become generally accessible to the public without breach of confidentiality obligations by the receiver, (c) has become publicly available to the recipient at the time of publication of the information (d) are free from such restrictions upon the written consent of the Disclosing Party.

11.3 None of the Parties shall use the name of the other Party in publicity, advertising or similar activities without the prior written consent of the other Party. However, Allthings has the right to include the Customer in its customer lists and on the website as a reference upon conclusion of the Contract and, after consultation with Customer, to name the Customer's contact persons as a reference.

11.4 Customer may, also at the request of Allthings, provide information on the Services of Allthings; This includes without limitation any comments or suggestions for the possible developments, modifications, corrections, improvements or extension of the Services or other products of Allthings, as well as information as to whether the Customer believes that Allthings' direction of development corresponds to the Customer's demands in terms of business and IT as well as the industry-specific market in general, and similar information (collectively referred to as "**Feedback**"). Customer acknowledges that any information provided by Allthings in the course of meetings with respect to the Feedback received shall be deemed to be Confidential Information of Allthings and shall be protected from disclosure in accordance with the terms of this Agreement. In order to enable Allthings to use this Feedback, Customer hereby grants Allthings a simple, perpetual, irrevocable, worldwide, royalty-free license with the right to grant sub-licenses to Allthings licensees and customers for the use, modification, copying, publication and dissemination of the Feedback in Allthings' free discretion. Allthings is entitled to use the Feedback for any purpose whatsoever without any limitation or compensation to the Customer and/or his representatives.

C12. Data Protection and Rights to Data

12.1 In principle, the following applies: The rights to data shall remain with the Party who contributed them or who held the rights before. For example, the rights to an image of a User remain with the User, while the copyrights to a building plan remain with the person who created or provided it.

12.2 Subject to the provisions of Sections C10 and C11, Customer grants Allthings the non-exclusive right to evaluate data of Customer and the Content provided by Customer as well as all data provided by other Users or Partners for the purpose of the Allthings Platform. In particular, Allthings may use the data and Content provided by Customer to improve the Services or other Allthings products and to provide Customer, the User and/or Partners with evaluation results and reports on their respective use of the Allthings Platform, Apps or Micro-Apps or to make suggestions for further products and services. Allthings ensures technically that no personal data (such as first name / surname, email addresses, birth dates) are evaluated or made available in reports.

12.3 Allthings and Customer shall implement all technical and organizational measures necessary to comply with the provisions of the applicable data protection laws on the protection of personal data against misuse. More details can be found in the DPA Agreement.

C13. Miscellaneous

13.1 If parts of these LTCs or of a Contract are invalid or void, this shall not affect the remaining provisions. The Parties undertake to replace the ineffective or void stipulation by economically equivalent, legally valid provisions.

13.2 If one of the Parties refrains from pursuing the breach of a provision of a Contract, this shall not be interpreted as a waiver of the pursuit of a previous or subsequent breach of the same or any other provision.

13.3 A Contract may be signed in duplicate, each copy being deemed to be the original.

13.4 The Allthings Platform, the Apps and Documentation are subject to export restrictions in various countries, including without limitation the laws of the United States and Germany. Customer agrees not to export the Apps, Content and Documentation to countries, persons or companies to which export is prohibited by law.

13.5 Swiss law shall apply exclusively to these LTCs, each Contract and all contractual and non-contractual claims, with the exception of (i) the UN Convention on Contracts for the International Sale of Goods, and (ii) the Swiss conflict of laws rules. The exclusive place of jurisdiction for all disputes arising from and in connection with the LTCs and all Contracts shall be the courts of the Canton of Basel-Stadt, Switzerland.

13.6 Unless otherwise provided for in the Contract or in these LTCs, all unilateral declarations of a Party and declarations relevant to the contract concerning the exercise of rights, in particular notices of termination, reminders or setting of timelines and grace periods shall require the written form. This also applies to any waiver of the relevant written form requirement.

13.7 Timelines and schedules shall not be binding until the Parties have expressly agreed in writing in Text Form in the Contract. Default or non-performance of any provision of this Contract (except for the performance of payments due under the Contract) for a reason of Force Majeure shall not constitute a breach of the Contract. If there is a period of time for the fulfilment of the relevant provision, this period shall be extended by the period of time the Force Majeure event continues.

13.8 Customer is not entitled to voluntarily or by law, without the prior written consent of Allthings, to assign, pass on, pledge or otherwise transfer to a third party an individual order or its rights or obligations in connection with a Contract or Confidential Information from Allthings; this includes the sale of assets, merger or consolidation.

13.9 Allthings may, at its own discretion, employ independent third parties (such as data center operators) or third-party companies to provide the Services. Allthings shall be liable for the misconduct of such vicarious agents in fulfilling contractual obligations as well as for their own mis-conduct in accordance with the provisions of these LTCs and the appli-cable Contract.