

**GENERAL TERMS AND CONDITIONS SOFTWARE AS A SERVICE AND IT SERVICES OF INSTAVALO
GMBH**

TABLE OF CONTENTS

Section	page
1. Subject matter of the Agreement.....	2
2. Conclusion of contract.....	2
3. Provision of the Contractual Software as a service	3
4. Availability of services	4
5. Licensing of an app	5
6. Support	5
7. IT services	5
8. Subcontractor	6
9. Obligations of the Customer.....	6
10. Fees and terms of payment	7
11. Liability	8
12. Suspension of access	9
13. Confidentiality; data; data protection	9
14. Contract termination Services (including support).....	10
15. Miscellaneous.....	11

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1 These General Terms and Conditions (hereinafter "**GTC**") of Instavalo GmbH, Gießerallee 23, 47877 Willich, Germany (hereinafter "**Instavalo**") apply to all services, including future services, provided by Instavalo in connection with
- 1.1.1 The web-based provision of software solutions and the use of an app for evaluating vehicles, calculating repairs and professionally presenting a damage assessment,
- 1.1.2 The web-based provision of software solutions for the digitalization of processes in the field of vehicle inspection and appraisal,
- 1.1.3 Support services for the software solutions described in Sections 1.1.1 and 1.1.2 purchased by the Customer (hereinafter "**Contractual Software**"), and
- 1.1.4 IT services, including IT consulting and product customization.
- 1.2 Conflicting or additional contractual conditions of the Customer shall only apply if Instavalo expressly confirms them in writing.

2. CONCLUSION OF CONTRACT

- 2.1 The contract between Instavalo and the Customer is concluded by the Customer's acceptance in text form of the offer submitted by Instavalo, but at the latest when the Customer makes use of the services listed in the offer.
- 2.2 If Instavalo enables the Customer to order the services via a website, the Customer may place an order by clicking on the order button displayed on the page. During the ordering process, the Customer always has the option to cancel the ordering process or to check the data entered and change it if necessary. Orders placed by the Customer constitute a binding offer to purchase the services in accordance with the information in the order process and these GTC. As soon as the Customer has submitted an order, Instavalo sends the Customer an email with confirmation of receipt and details of the order and the content of the contract (confirmation of receipt of order). This confirmation of receipt of the order also constitutes acceptance of the offer, unless otherwise stated by Instavalo in the confirmation. Upon acceptance by Instavalo, the individual contract between the Customer and Instavalo is concluded.

- 2.3 Instavalo saves the text of the order and the associated GTC. The GTC are displayed to the Customer during the ordering process and are linked for viewing and downloading. They can be saved and printed by the Customer by clicking on the corresponding save or print commands. The GTC are available in German and English.
- 2.4 Instavalo's offers are aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). Instavalo may therefore demand that the Customer provides sufficient proof of their entrepreneurial status before concluding the contract, e.g. by providing their VAT ID number or other suitable proof. The data required for the proof must be provided by the Customer completely and truthfully.
- 2.5 If the individual contract and these GTC contain contradictory provisions on the same subject matter, the provisions of the individual contract shall take precedence.

3. PROVISION OF THE CONTRACTUAL SOFTWARE AS A SERVICE

- 3.1 Instavalo provides the Customer with the Contractual Software subject to the availability specified in Section 4 of these GTC on a central data processing system or several data processing systems (hereinafter "**Server**", also in the case of several servers) for access via an Internet connection (hereinafter, including the storage space in accordance with Section 3.2 below, "**Service(s)**"). In no event shall the Customer obtain a copy of the Contractual Software for on premise use.
- 3.2 Subject to the availability specified in Section 4 of these GTC, Instavalo shall provide storage space on the Server for the data generated by the Customer and their authorized employees through the use of the Services and/or the data required for the use of the Services (hereinafter referred to as "**Customer Data**") during the term of the contract.
- 3.3 The Customer is entitled to access the Services via an Internet browser and, if applicable, to make the Services available to its employees in accordance with these GTC and the contract, provided that the number of users using the Services at any one time does not exceed the contractually agreed maximum number of users. The use of the Services may be limited to access from only one specific business location of the Customer. Use of the Services requires that the devices used by the user for access meet the system requirements for the Services.

- 3.4 The services are handed over at the technical transition point of the data center where the Server is located. The Customer is responsible for the Internet connection between the Customer and the data center and the hardware and software required therefore (e.g. PC, network connection) as well as the configuration of the Customer's IT environment required for access to the Services (e.g. firewall settings).
- 3.5 Instavalo provides the Customer with the data for accessing the Server, in particular the user IDs required for access. Instavalo is entitled to change the access data at any time with reasonable notice.
- 3.6 The Customer's authorization to use the Services (hereinafter "**Service Term**") begins with the making available of the Services on the Server and the handover of the access data to the Customer. It ends after three years, calculated from the beginning of the Service Term. The Service Term is automatically renewed by terms of one year each if it is not terminated in writing by either party at least three months before the end of the respective term. Contractual termination rights granted to the parties and the right of either party to terminate for good cause remain unaffected.
- 3.7 The Customer grants Instavalo the non-exclusive right to use the Customer Data to fulfil Instavalo's obligations under the contract, in particular to reproduce such data itself or through a subcontractor for the purpose of providing the Services on the Server and to make it accessible to authorized users.
- 3.8 The Contractual Software is continuously being developed. However, the basic functions always remain the same. In addition, Instavalo is free to add functions to the Services at any time or remove functions that are no longer useful, taking into account the interests of the Customer.

4. AVAILABILITY OF SERVICES

- 4.1 Instavalo guarantees Service availability of 99.8% on an annual average in relation to the transfer point specified in Section 3.4 of these GTC. Such availability is calculated as follows:

$$\frac{\text{Total minutes per month} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total minutes per month} - \text{Excluded Downtime}} * 100$$

4.2 Excluded from availability under Section 4.1 are the total number of minutes per year that are due to the following ("**Excluded Downtime**"): (i) announced maintenance work, (ii) suspension of the Services due to a circumstance for which the Customer is responsible, and (iii) periods of unavailability due to factors beyond Instavalo's control, in particular outages due to unforeseeable events that cannot be prevented even by exercising reasonable care.

5. LICENSING OF AN APP

If the Customer purchases an app together with the Services, the Customer receives a non-exclusive and non-transferable right to download the app to a mobile device that meets the system requirements specified for the app by Instavalo or the manufacturer and to use it for the contractually agreed term.

6. SUPPORT

6.1 During the Service Term, Instavalo provides the support described in more detail in Instavalo's offer to resolve technical problems and answer questions about using the Services. Instavalo sets up a support hotline by telephone, email and / or web (ticket system) for this purpose. Unless otherwise agreed between the parties, Instavalo provides support services on working days Monday to Friday from 8.00 am to 5.00 pm CET. Excluded from this are national holidays as well as December 24 and December 31.

6.2 Support does not include training, customizing the Contractual Software or Services, data import or other consulting services.

6.3 The Customer shall notify Instavalo of any errors via the support hotline and cooperate in the localization of errors. In particular, the Customer shall provide Instavalo with verifiable documentation on the type and occurrence of the reported error and indicate how the error manifests and affects itself and under what circumstances it occurs.

7. IT SERVICES

7.1 Instavalo provides the IT services owed in accordance with the individual contract, taking into account the recognized state of the art.

7.2 Instavalo generally determines the time and place of the service itself. However, time, space and technical requirements must be observed insofar as they result from the service description

or are contained in schedules or service plans agreed between the parties or are necessary to achieve the purpose of the order. Instavalo itself is responsible for the work equipment required to provide the services, unless otherwise agreed.

7.3 The Customer supports Instavalo in the provision of the contractual IT services, insofar as reasonable and necessary. The Customer shall provide Instavalo with the necessary information and documents from the Customer's sphere in good time, insofar as this is necessary for the provision of the service. The Customer shall ensure the sufficient availability of suitable contact persons and ensure that decisions in connection with the provision of services are made without delay. If the service must be provided in whole or in part on the Customer's premises, the Customer shall ensure a suitable working environment in good time and provide the necessary work equipment (workstation, infrastructure, Internet access, etc.) free of charge.

7.4 If the object of the IT services is the creation of protectable work results, Instavalo grants the Customer a non-exclusive, non-transferable right to use the work results in accordance with its intended purpose.

8. SUBCONTRACTOR

Instavalo may use qualified subcontractors to provide the contractually owed services. The Customer's rights under Art. 28 (2) GDPR remain unaffected.

9. OBLIGATIONS OF THE CUSTOMER

9.1 The Customer shall back up the Customer Data regularly and in accordance with the importance of the data and create its own backup copies in order to enable the reconstruction of such data if it is lost.

9.2 When using the Services, the Customer shall comply with the applicable data protection laws, in particular obtain the necessary consent of the persons concerned, insofar as the Customer collects, processes or uses personal data when using the Service and no other legal permission applies.

9.3 The Customer shall ensure that it observes all third-party rights to the content used by the Customer (e.g. when transmitting third-party texts/data to the Server).

- 9.4 Before sending Customer Data to the Server, the Customer shall check it for viruses and use state-of-the-art virus protection programs.
- 9.5 The Customer shall not use the Services improperly or allow them to be used improperly, and in particular shall not use on the Server any illegal or immoral content and/or content that serves to incite hatred, incite criminal offenses or glorify or trivialize violence, is sexually offensive or pornographic, is likely to seriously endanger the morals of children or adolescents or impair their well-being or damage the reputation of Instavalo, and shall not refer to such content.
- 9.6 The Customer shall take reasonable precautions to prevent unauthorized access to the Services, in particular to protect the Services from unauthorized use. The Customer is obliged to keep user IDs and passwords secret and not to make them accessible to unauthorized third parties. The Customer must expressly ensure that authorized users comply with these conditions.
- 9.7 The Customer shall inform Instavalo immediately as soon as the Customer becomes aware of the infringement of an industrial property right or copyright to the Contractual Software or the Service or the disclosure of user IDs or passwords to unauthorized users.

10. FEES AND TERMS OF PAYMENT

- 10.1 The Customer pays the agreed fees for Instavalo's Service and IT services.
- 10.2 Recurring fees, in particular fees for Services and support, are due for payment monthly in advance.
- 10.3 Other fees (e.g. one-off fees, transaction fees, remuneration for IT services) are due for payment within 30 days as of receipt of the invoice.
- 10.4 Instavalo is entitled to reasonably adjust the amount of the fees listed in Sections 10.1 to 10.3 annually. When making an adjustment, Instavalo takes into account changes in costs in the area of wages, salaries and costs of purchasing IT services that have occurred in the meantime. An adjustment shall take effect on the date specified by Instavalo, but no earlier than one month after receipt of the notification of the adjustment to the Customer. In the event of an increase in fees of more than 5% in each case, the Customer is entitled to terminate the contract extraordinarily. The termination must be declared in writing immediately after receipt of the notification of the increase with effect from the date on which the increase takes effect.

- 10.5 Unless otherwise agreed, the Customer shall bear Instavalo's material costs, travel costs and expenses incurred in connection with the provision of IT services. Travel costs and expenses shall be invoiced according to actual expenditure and at flat-rate expense rates in accordance with the applicable statutory regulations. Travel time shall be charged at the same hourly rate as working time. If, in individual cases, IT services are not invoiced at hourly rates, an appropriate hourly rate shall apply, taking into account the qualifications of the personnel travelling.
- 10.6 The prices quoted by Instavalo do not include the respective statutory VAT.
- 10.7 In the event of default in payment, the Customer must pay default interest at the statutory rate as well as the statutory default fee of EUR 40.00. For chargebacks of contractual direct debits for which the Customer is responsible, costs of EUR 15.00 each will be charged; Instavalo is entitled to prove higher costs, the Customer is entitled to prove lower costs. If the Customer is more than 14 days in arrears with payments, Instavalo is entitled to block the Customer's access to the Services until the Customer has fulfilled his due payment obligations. Instavalo reserves the right to assert further rights and claims due to the default.
- 10.8 The Customer may only offset claims that are undisputed or confirmed by a final judgement. The Customer may only assert a right of retention insofar as it arises from the same contractual relationship and is based on undisputed claims or confirmed by a final judgement.

11. LIABILITY

- 11.1 Instavalo's strict liability for damages for defects in the Services already existing at the beginning of the contract is excluded. Otherwise, Instavalo's liability for damages, including liability for defects in the Services, is governed by statutory law, modified by the following provisions of this Section 11.
- 11.2 Instavalo is liable without limitation for damages caused intentionally or through gross negligence.
- 11.3 In the event of a slightly negligent breach of a primary performance obligation or a secondary obligation, the breach of which jeopardizes the achievement of the purpose of the contract or the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Customer could rely ("essential secondary obligation"), Instavalo's liability is limited to damages foreseeable at the time of conclusion of the contract and typical for

the contract. Instavalo is not liable for slightly negligent breach of secondary obligations that do not belong to the secondary ancillary obligations.

- 11.4 The above exclusions of liability in this Section 11 do not affect Instavalo's liability for a guarantee of quality, for fraudulent intent, for damages resulting from injury to life, body and health and for product defects in accordance with the Product Liability Act. This does not imply a change in the burden of proof to the detriment of the Customer.
- 11.5 Insofar as liability is excluded or limited in accordance with this Section 11, this also applies to the personal liability of Instavalo's employees, staff, representatives and vicarious agents.

12. SUSPENSION OF ACCESS

Instavalo is entitled to temporarily or permanently suspend access to the Services if there are concrete indications that the Customer is violating or has violated these GTC, the contract and/or applicable law or if Instavalo has another legitimate interest in suspending access. Instavalo will take the Customer's legitimate interests into account appropriately when deciding whether to suspend the Customer's account.

13. CONFIDENTIALITY; DATA; DATA PROTECTION

- 13.1 The parties undertake to maintain the strictest confidentiality about all confidential processes, including know-how and business and trade secrets, of the other party that come to their knowledge during the execution of the contract and not to disclose or use them in any other way. This applies to any unauthorized third parties, unless the disclosure of information is necessary for the proper performance of the contract.
- 13.2 Instavalo is entitled to use derivative or anonymized data to expand and improve the functionalities of the Services. To this end, Instavalo may aggregate Customer Data with data from other customers, provided that the aggregated data (i) cannot be identified as (part of) the Customer's data; (ii) cannot be used as a source to identify the Customer; and (iii) is not personal data.
- 13.3 Insofar as the Customer commissions Instavalo to collect, process and use personal data or Instavalo receives access to personal data used by the Customer on the occasion of the performance of the contract, Instavalo undertakes to process and use such data only in accordance with the applicable data protection laws, in particular those of the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR).

13.4 The Customer shall disclose to Instavalo all relevant facts that Instavalo needs to know for reasons of data protection or confidentiality.

13.5 Instavalo processes all personal data transmitted to the Server by the Customer or entered on the Server by the Customer on behalf of the Customer. The contractual conditions agreed between the parties regarding order processing apply (Art. 28 para. 3 GDPR).

14. CONTRACT TERMINATION SERVICES (INCLUDING SUPPORT)

14.1 Subject to Section 10.4 and the following provisions of this Section 14, termination of the Services before the end of the Service Term is excluded. The statutory right of both parties to terminate without notice for good cause remains unaffected.

14.2 Subject to Section 112 of the German Insolvency Code, Instavalo may terminate the Services without notice for good cause in particular if

14.2.1 the Customer is in arrears with the payment of remuneration for a period of more than one month in an amount equal to the pro rata remuneration for two months,

14.2.2 a significant deterioration in the Customer's financial circumstances occurs or threatens to occur and the payment of the remuneration or the fulfillment of another material obligation to Instavalo is thereby specifically jeopardized, in particular if the Customer suspends his payments not only temporarily, is unable to pay or is over-indebted or enforcement is levied against his assets, or

14.2.3 the Customer does not immediately cease a breach of material contractual obligations despite a warning from Instavalo and Instavalo's rights are significantly violated as a result. A warning is dispensable if it obviously does not promise success or if there are special circumstances that justify immediate termination after weighing up the interests of both parties.

14.3 The right of the parties to terminate the contract for other good cause remains unaffected.

14.4 Notice of termination must be given in text form.

14.5 In the event of premature termination of the contract due to termination by Instavalo for good cause for which the Customer is responsible, Instavalo's claim shall include any outstanding gross remuneration and other amounts in addition to any outstanding net remuneration for the

agreed term. The offsetting of saved interest, other saved expenses and other termination-related benefits is based on the statutory provisions. Instavalo's claim becomes due upon receipt of the notice of termination. Further claims for damages by Instavalo remain unaffected.

- 14.6 Upon termination of the contract, Instavalo will make the Customer Data stored on the Server available to the Customer for download for 30 days from the date of termination of the contract. After this period has expired, Instavalo will delete any Customer Data still on the Server. The Customer's claims under data protection law remain unaffected by this.

15. MISCELLANEOUS

- 15.1 The contract shall be governed by German law to the exclusion of the rules of private international law which would lead to the application of a different law.
- 15.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Instavalo's registered office. Instavalo is also entitled to sue at the Customer's registered office or another competent court.
- 15.3 The Customer is not entitled to assign the contract or individual rights or obligations arising from this contract without the express written consent of Instavalo. Instavalo is entitled to assign the contract or individual rights or obligations arising from the contract without the Customer's consent to a company affiliated with Instavalo in accordance with Sections 15 et seq. Stock Corporation Act (AktG) or an acquirer of the part of the company relating to the subject matter of the contract.
- 15.4 No verbal collateral agreements have been made.
- 15.5 During the term of the contract, Instavalo may amend the GTC in order to (1) adapt the GTC to new legal requirements or a change in supreme court case law, (2) eliminate doubts of interpretation or (3) adapt the GTC to changed technological developments or market conditions. Instavalo shall inform the Customer of such changes to the GTC in text form. If the Customer does not object to an amendment within 4 weeks of receipt of the notification, the amendments are deemed to have been accepted by the Customer. Instavalo shall inform the Customer separately of the right of objection and the consequences of remaining silent when informing them of the changes.

- 15.6 Should individual provisions of the contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any loopholes in the contract.

October 2024