



General SaaS Terms and Conditions Bee360 English Law

July 2025

§ 1 Subject-Matter of the Agreement

1. These General SaaS Terms and Conditions ("GTC") govern the paid provision of Bee360 ("Product") by BEE360 SERVICES Ltd. ("Provider") as Software as a Service ("SaaS") for the Customer's use within their company via the Internet, limited to the term of the agreement, accessible through a supported browser or a specific client application.
2. The type, content, and scope of services to be provided by the Provider are specified in these Terms, their appendices, and the Offers.
3. In case of contradictions, the individual Offer takes precedence over these Terms. The hierarchy of contractual documents is determined by the Offers.
4. The Product is intended for managing the Customer's company. The offer to use the Product is not directed at consumers but exclusively at Customers who are businesses or public-sector clients. A business is any natural or legal person or partnership acting in the course of their trade, business, craft, or profession.
5. The service is provided through the instantiation of the Product ("Instantiated Product").
6. The instantiation consists of the BeeCore management model on the instantiation date, providing standardized business processes, and the software implementing BeeCore.
7. These Terms apply exclusively in their current version. Customer's own terms are not applicable, even if the Provider provides services without expressly objecting to the Customer's terms.

§ 2 Provision and Scope of Services

1. The Provider shall make the Instantiated Product available for use during the term of the Agreement at the designated delivery point of the data center where the Provider's servers are located ("Handover Point"). The Instantiated Product will not be physically delivered or locally installed. The Customer alone is responsible for establishing and maintaining the data connection between their IT systems and the Handover Point.
2. The Provider shall implement appropriate security measures to protect the Instantiated Product from misuse. To fulfill this obligation, technical and organizational measures and policies ("TOMs") are defined.
3. The Provider shall maintain the Software in a condition suitable for contractual use during the term of the Agreement and perform any necessary maintenance and repair work on the Software and infrastructure ("Maintenance").
4. The Provider reserves the right to carry out urgent maintenance in the event of a critical system condition to ensure performance and security.
5. The Provider will limit maintenance activities to the necessary extent to minimize disruption to the Customer.



6. The Provider shall also provide support. Details of the support services are set out in the Support Guide.
7. The Provider reserves the right to modify and adapt the content of its services, including the Instantiated Product, within the framework of technological, user interface-related, regulatory, legal or content-related developments, provided that the agreed functionalities are not restricted or impaired as a result.
8. Upon conclusion of an Enterprise License, the Customer receives the right for each registered Seat Holder to take advantage of a 30-minute virtual consulting session ("Inquiry Session") with an expert of the Provider once per calendar week. The request for such a session must be made via a booking system provided by the provider. The assignment of a suitable expert is subject to current availability; there is no entitlement to a specific time. The use of this service does not require a separate contractual assignment. Sessions that are not used expire without compensation. Any further use of the consultation beyond the intended scope is excluded and requires a separate order as part of the services in accordance with BVB Services.

§ 3 Customer's Project Responsibility

1. The Customer is responsible for effective planning, execution, monitoring and documentation of the overall project. The Customer ensures that all information provided by them is accurate, complete and complies with applicable legal requirements (e.g., data protection law, competition law, copyright, and trademark law).
2. The contractual partners will hold a joint project workshop before commencing work in order to discuss project details.
3. The Provider may prepare minutes of joint decisions and agreements and send them to the Customer. If the Customer does not object in writing within seven (7) business days of receipt, the minutes are deemed approved.

§ 4 Granting of Rights

1. All copyrights, industrial property rights and other protective rights (including all new versions) belong exclusively to the Provider or its licensors in relation to the Customer. The Customer is granted only the simple usage rights to the Instantiated Product as described in the Offer and the subsequent paragraphs.
2. Upon conclusion of the Agreement, the Provider grants the Customer a non-exclusive, non-transferable, non-sublicensable right to use the Product within the agreed license parameters (e.g., managed budget), limited to the term of the Agreement, for the agreed business purposes of the Customer. The intended use and proper use are detailed in the relevant description of the Instantiated Product in the Offer.
3. Contractual use includes loading, displaying, and executing the Instantiated Product on the Customer's devices. No entitlement to the source code is provided. Insofar as the Product operates solely on the Provider's servers or those of a service provider engaged by the Provider, no additional copyright use rights to the service are required or granted.
4. All other rights, especially the right to reproduce, distribute including rental, to modify or make accessible to third parties, remain reserved. Exceptions include third parties (e.g., service providers or business partners of the Customer) acting on behalf of and for the purposes of the Customer, provided such use is covered by the agreed scope of the license and they are contractually bound to confidentiality.
5. The Provider retains sole ownership of intellectual property rights to the Product in relation to the Customer.
6. The Product includes third-party components listed at <https://template.bee360.com/3rdpartylicenses.txt>. The Provider shall ensure that it holds the necessary rights for their use.
7. Use rights apply to the company license agreed upon in the Offer.
8. The Customer acquires these rights upon full payment of the agreed remuneration.
9. The Provider will implement measures in accordance with industry standards to protect data. However, the Provider does not assume custody or safekeeping obligations for the Customer's access data to the Instantiated Product. The Customer is responsible for securing this data adequately.
10. The Customer retains ownership of the customer-specific data stored and processed in the Instantiated Product and may export this data at any time.



§ 5 Availability of the Product

1. The availability guaranteed by the Provider is governed by the Service Level Agreement (“SLA”). This does not constitute a contractual warranty under English law.
2. Proof of availability is determined by the measurement instruments in the Provider’s data center.
3. Maintenance times and periods of minor disruptions do not count as non-availability of the Instantiated Product.
4. The Customer must report disruptions of the Instantiated Product immediately in a comprehensible manner and in text form (e.g., email to support@bee360.com). Failure to do so may affect the Provider's ability to remedy the issue.

§ 6 Customer Data and Data Processing

1. The Provider will comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, as well as any other applicable data protection laws.
2. The Customer guarantees that their data or data of third parties (“Customer Data”) uploaded, inserted, integrated, or otherwise added to the Product may be processed and used by the Provider to the extent necessary for operating the Product and fulfilling contractual services. If Customer Data is protected under intellectual property laws (especially copyright law) or trade secrets law, the Customer ensures they have the rights to operate the Instantiated Product and fulfill contractual obligations, and shall allow the Provider to reproduce, copy, adapt, modify, publish, distribute and otherwise use such data as necessary for operating the Product and fulfilling contractual obligations.
3. The Customer indemnifies the Provider against any liability and costs, including court costs, if the Provider is held liable by third parties, including the Customer’s employees, due to the Customer’s alleged actions or omissions. The Provider will notify the Customer of such claims made and may, at its discretion, allow the Customer to defend against such claims. The Provider may still undertake its own defense. The Customer must immediately provide all available information regarding the incident in question.
4. Further claims for damages by the Provider remain unaffected.
5. The Provider is entitled, but not obliged, to store backup copies of Customer Data in a backup system or a separate backup data center. All backup storage and processing shall comply with the UK GDPR and the Data Protection Act 2018. The Provider may modify Customer Data’s structure or format if necessary to resolve disruptions.
6. The Provider may create and analyze usage statistics of the Instantiated Product in compliance with applicable data protection laws in order to adapt its offerings and create tailored proposals for the Customer.
7. The Provider may process Customer Data for benchmarking purposes. The Customer retains the right to opt out of benchmarking at any time by notifying the Provider in writing. Benchmark results will be provided in anonymized form.
8. The Provider may log and evaluate user account activities to a reasonable extent to ensure IT security and investigate disruptions, with logs being deleted four (4) weeks after they are compiled.
9. The Provider may access the Product temporarily if necessary for analyzing and resolving disruptions.
10. If and insofar as the Provider processes personal data on behalf of the Customer, both parties agree to conclude a data processing agreement.

§ 7 Fees and Payment Terms

1. The Provider shall receive a fixed annual fee for providing the Instantiated Product. The fee is due at the start of the contract year for which it applies. All fees shall be paid in full without set-off or deduction, except as required by law. All prices are exclusive of VAT or any applicable sales tax.
2. The fee is determined by the costs managed by the Instantiated Product and additional selected options.
3. The Customer shall report contractually relevant information, especially if the agreed managed budget is exceeded.



4. The Provider may verify compliance with the agreed scope of use, e.g., through technical measurements or by requesting documentation from the Customer. Typically, such verification occurs once per calendar year, but additional checks may be conducted if there is a concrete suspicion of a breach of the license. The Provider may involve a third party bound by confidentiality for verification purposes. On-site verification will be announced at least one (1) week in advance and conducted during the Customer's regular business hours in a manner that does not unduly disrupt their operations. If a check reveals that the Customer has breached or exceeded their rights of use, the Customer bears the cost of the verification and must procure additional licenses. The Provider retains further rights, including claims for damages. If the agreed budget is exceeded, the fee will be adjusted according to the current price list starting from the following contract year.
5. The fee may be adjusted at the Provider's discretion, provided that the Customer receives at least six (6) weeks' prior written notice of the change.
6. If the Customer fails to meet their reporting obligation, they are liable for reasonable verification costs and the retrospective payment for unauthorized usage.
7. Services exceeding provision of the Product are billed based on the Provider's applicable price list at the time of the service is provided.
8. The Customer may only offset claims against the Provider if these are undisputed or legally established. The Customer may withhold payment only to the extent that the amount withheld corresponds to the reduction in value caused by the disruption or the estimated costs of rectification of defects.

5.8 Customer Obligations

1. The Customer, as a material contractual obligation, shall in a timely, proper, and complete manner provide all assistance and contributions described in these Terms and Conditions and other contractual documents as well as any additional assistance necessary for the provision of services. The Customer acknowledges that failure to provide such assistance may result in delays or limited service availability, for which the Provider shall not be held responsible. The Provider is not obliged to pay any compensation or reimbursement of expenses for such assistance.
2. To use the Instantiated Product, the Customer must satisfy the agreed technical system requirements on site.
3. The Customer undertakes to use the Instantiated Product solely for the agreed legitimate purposes and shall refrain from performing any actions that could impair the Product or other customers.
4. The Customer is responsible for all content used and data processed by the Customer or their users. The Customer warrants that the services, information, data and services provided by the Customer can be used by the Provider in accordance with the applicable laws and regulations and without infringing the rights of third parties.
5. The Customer agrees to implement appropriate security measures to protect the Instantiated Product from misuse. These measures include, but are not limited to, the implementation of access controls, password protection, and other security measures in accordance with best practices, such as ISO/IEC 27001, CIS Benchmark, or equivalent standards. The Customer shall be responsible for any unauthorized access resulting from its failure to implement such security measures.
6. The Customer shall scan all data stored on the provided storage space for viruses and other harmful components before securing or using it within the Instantiated Product. The Customer shall use state-of-the-art measures (e.g., antivirus programs) for this purpose.
7. The Customer shall refrain from any activity that is likely to impair the operation of the Instantiated Product or the underlying technical infrastructure and/or place an excessive load on it.
8. The Customer agrees to promptly report any security incidents or suspected incidents so as to enable the Provider to take appropriate measures to protect the Instantiated Product.
9. The Customer shall comply with all applicable laws, including but not limited to the UK Data Protection Act 2018, the UK GDPR, copyright law, competition law, and criminal law, when using the Instantiated Product. The Customer must not store or distribute any data or content within the Instantiated Product that is illegal, violates applicable laws or infringes the rights of third parties. This includes, in particular, content that defames, discriminates against, threatens, or harasses others or violates their privacy or personal rights.



10. If there is a reasonable suspicion that content violates contractual obligations, particularly those governed by this Section 8, or applicable laws, the Provider reserves the right to partially or fully remove such content in accordance with applicable law. In the event of a violation of legal provisions or the Customer's contractual obligations, particularly those set forth in this Section 8, or in the case of reasonable suspicion of unlawful or improper use of the Product, the Provider is entitled to temporarily suspend the Customer's access or delete the Customer's account. Except where immediate suspension is required to prevent harm, the Provider shall provide the Customer with prior written notice and a reasonable opportunity to remedy the breach before implementing such measures. When deciding on suspension or deletion, the Provider will adequately consider the legitimate interests of the Customer. If a suspension or deletion is implemented, the Provider will notify the Customer as soon as possible, but no later than immediately after the action, stating the reasons for such action, provided this is legally permissible, via email. The Customer shall indemnify the Provider against all damages, costs, and other claims of third parties resulting from the unlawful use of the Product by the Customer, except where the Customer is not at fault. This indemnification includes, but is not limited to, legal fees, regulatory penalties, and settlements resulting from third-party claims related to the Customer's use of the Product. The Provider's additional rights remain unaffected.

§ 9 Liability for Disruptions

1. The Provider is not responsible for processing results achieved by the Customer using the Instantiated Product, particularly regarding their timeliness, accuracy, quality, or completeness, if such results are based on Customer data or inputs. The Provider does not review or correct processing results or outputs. Except where required by law, the Provider does not warrant that the Product will be uninterrupted, error-free, or suitable for any particular purpose.
2. The Provider will maintain the Instantiated Product in a condition suitable for contractual use throughout the contract period. Maintenance does not include adapting the Instantiated Product to changed operating conditions or technical and functional developments, such as changes to the Customer's systems.
3. The Provider warrants that the Instantiated Product will meet the specifications and functionalities described in the Offer during the agreed term, and that no third-party rights will hinder its contractual use. Technical specifications, data, or performance details from public statements by the Provider (e.g., in advertisements) do not constitute guarantees.
4. Functional impairments that arise from improper operation of the Product and other contractual services by the Customer, issues with the Customer's systems or systems environment, incomplete or incorrect data provided by the Customer, or other circumstances within the Customer's risk area do not constitute defects. The Provider's liability presupposes that the Customer complies with the system requirements and usage guidelines provided by the Provider and does not alter the Instantiated Product unless the Customer can prove that the issue is unrelated to such deviations.
5. Properly reported issues with the Instantiated Product will be resolved by the Provider within a reasonable timeframe. If issue resolution ultimately fails and this constitutes a significant reason for the Customer, the Customer may terminate the Agreement for cause without notice. Minor disruptions do not justify termination. The Customer is not entitled to withdraw from the contract. Claims for damages or reimbursement of expenses are limited as per Section 10.
6. The Provider shall not be liable for any defects which existed at the time of the conclusion of this Agreement unless such defects result from the Provider's intentional misconduct or negligence. Any strict liability for pre-existing defects is hereby excluded. All other claims shall be governed by Section 10 of this Agreement.
7. If third parties assert claims against the Customer for violations of their industrial or intellectual property rights related to the Instantiated Product, the Customer must promptly notify the Provider. The Provider may, at its discretion, handle the matter in court or otherwise. If the Provider assumes control of the dispute, the Customer shall provide reasonable assistance in defending the claims made by third parties. The Customer is not authorized to acknowledge claims made by a third party without the Provider's consent. The provisions of this section also apply to defects in title.

§ 10 Limitation of Liability



1. If the Provider renders services to the Customer free of charge (e.g., during a free trial period), the Provider is liable only for willful misconduct or gross negligence. The limitations of liability in this section do not apply to liability for death or personal injury caused by the Provider's negligence or to fraud or fraudulent misrepresentation. Other mandatory statutory liability remains unaffected by this regulation.
2. For paid services, the Provider's liability for damages and reimbursement of expenses, regardless of the legal basis (e.g., breach of contract, tort), is limited as follows:
 - i) In cases of willful misconduct, gross negligence, fraud, fraudulent misrepresentation, or personal injury or death caused by the Provider's negligence, the Provider is fully liable.
 - ii) In all other cases, liability is limited to breaches of essential contractual obligations, which are fundamental to achieving the contract's purpose and on which the Customer could reasonably rely. In such cases, liability is limited to the typical and foreseeable damage, capped at the total fees paid by the Customer in the 12 months preceding the occurrence of damage. This limitation shall not apply where liability cannot be excluded or limited under English law.
3. Except in cases of willful misconduct or gross negligence, the Provider is only liable for data loss if the Customer has implemented adequate and risk-appropriate data backup measures, and then only for the damage that would have occurred even with proper backups. This does not affect any liability that cannot be excluded under the UK GDPR or other applicable data protection laws.
4. The statutory liability for health and other personal injuries, other mandatory statutory liability standards, and liability under the UK Consumer Protection Act 1987 (Product Liability) shall remain unaffected by the above provisions.

§ 11 Contract Duration and Termination

1. Unless otherwise agreed in the Offer, the contractual term and billing period begin on the first day of the month in which the Instantiated Product is made available to the Customer.
2. The first contract year shall commence on that date. A contract year consists of twelve (12) consecutive months.
3. The contractual term is one (1) year and automatically renews for another year unless the contractual relationship is terminated in writing at least three (3) months before the end of the current contractual term.
4. The Customer may invoke their right to terminate the Agreement only in accordance with the termination provisions set forth in this Agreement and applicable UK law. If the Customer claims the right to terminate due to a breach by the Provider, the Customer must provide written notice with a reasonable deadline of at least two (2) weeks to remedy the issue, which has elapsed without resolution.
5. The right to termination with immediate effect for good cause remains unaffected for both parties. Good cause exists particularly in the following cases:
 - i) A significant breach of the Customer's obligations under Sections 3 and 6.2 of these Terms that is not promptly remedied after notice from the Provider.
 - ii) The Customer violates the Provider's intellectual property rights.
 - iii) The services provided under the Agreement violate applicable legal regulations in the country where they are used.
 - iv) There is a significant breach of obligations under the Service Level Agreement that makes it unreasonable for the Customer to continue the contract until it ends. The Customer must issue a written warning in accordance with applicable UK law, describing the breach in a verifiable manner.
 - v) The Customer is more than two (2) months in arrears with a fee payment despite a written warning in accordance with applicable UK law. The Provider may suspend access of the Customer to the Product after one (1) month of a fee payment delay with prior written notice.
6. If the Customer is responsible for the termination, they must pay the agreed fees until the earliest possible termination date under ordinary termination rules.
7. Termination must be declared in writing in accordance with applicable UK law.



8. The customer is obliged to export their data independently and at their own expense when the Agreement ends.

§ 12 Force majeure

1. The parties shall not be held liable if they are unable to provide their contractual services in a timely manner or at all due to force majeure. Force majeure refers to events beyond the reasonable control of the affected party that were not foreseeable at the time of contract conclusion and which prevent performance despite the affected party having taken all reasonable steps to mitigate their effects. Examples include but are not limited to war, terrorist attacks, epidemics, pandemics, natural disasters, and failures of essential infrastructure beyond the party's reasonable control.
2. External attacks on IT systems, including cyberattacks, that significantly impair their functionality shall not constitute force majeure if they could have been prevented or mitigated through reasonable cybersecurity measures available at commercially reasonable costs.
 - i) Force majeure shall not apply to strikes affecting the employees of the party invoking force majeure or industrial actions that could have been reasonably avoided.
 - ii) The party affected by force majeure shall take all reasonable steps to mitigate the effects of the event and resume performance as soon as practicable.
 - iii) If a party is temporarily prevented from fulfilling its contractual obligations due to force majeure for a period of more than 60 calendar days, the other party shall be entitled to terminate the Agreement in whole or in part

§ 13 Transfer of Rights and Obligations

1. Rights and obligations under this Agreement may only be transferred with prior written consent from the Provider in written form (email suffices). The right of the Customer to assign claims for payment shall be governed by applicable UK law.
2. The Provider may assign third parties to fulfill contractual obligations. The Provider remains responsible for ensuring that such third parties comply with the obligations under this Agreement.

§ 14 Confidentiality

1. Both parties agree to treat each other's confidential information with strict confidentiality and take all necessary measures to prevent unauthorized access by third parties. The Customer acknowledges that certain information and data provided by the Provider may constitute trade secrets under the UK Trade Secrets (Enforcement, etc.) Regulations 2018 and must be treated as confidential (hereinafter: Information). Information made available may only be used for the agreed contractual purpose. The recipient of such Information shall use its best efforts to protect it against unauthorized use or publication and in doing so shall apply the same standard of care as it applies to the protection of its own information. Each party remains responsible for ensuring that its employees, subcontractors, and affiliated entities comply with the confidentiality obligations set out in this Agreement. The Parties are not liable for the accuracy of the Information made available. Irrespective of the above provisions, the recipient is entitled to disclose Information with the consent of the other party.
2. The obligations of confidentiality do not apply to information that:
 - i) Was lawfully in the recipient's possession before being received, without any breach of the confidentiality obligations.
 - ii) Was obtained from a third party that was entitled to provide such information without breaching confidentiality obligations.
 - iii) Was publicly available at the time of receipt, i.e. was already published or generally accessible.
 - iv) Is required to be disclosed by law, administrative, or judicial order, or under the terms of this Agreement.
 - v) Must be disclosed to regulatory authorities.



- vi) Is disclosed to affiliated entities, subcontractors, or employees involved in the provision of services who are bound by confidentiality and subject to appropriate data protection obligations under the UK GDPR and Data Protection Act 2018.
3. Disclosure must be limited to the minimum necessary in the specific case (need-to-know). The disclosing party shall notify the other party promptly so that it can take appropriate additional measures to protect the information, unless prohibited by law. Where legally permitted, the disclosing party shall provide prior notice before disclosure to regulatory authorities to allow the other party to seek protective measures.
4. Confidentiality obligations remain in effect for three (3) years after termination of the Agreement. For trade secrets, the obligation remains in effect for as long as the information qualifies as a trade secret under the UK Trade Secrets (Enforcement, etc.) Regulations 2018.

§ 15 Changes

1. The Provider may amend these Terms and Conditions at any time, provided that such changes do not significantly alter the balance of performance and consideration under the Agreement (adjustments to usage fees are exclusively governed by Clause [15.2]). New versions of these Terms will be communicated to the Customer via email, with the changes clearly highlighted. They shall become effective unless the Customer objects to the new version in writing within four (4) weeks of receiving the notification. The Customer will be expressly informed of the consequences of inaction when the changes are communicated. If the Customer objects to the new version of the Terms within the above-mentioned period, the contractual relationship shall continue under the original Terms, but the Provider reserves the right to terminate the Agreement with three (3) months' notice, unless a shorter termination period is required under applicable UK law.
2. The Provider may adjust the agreed fees for future periods, subject to the conditions set out in Clauses (a) to (c) below. Adjustments may involve both increases and reductions in fees. The Provider will notify the Customer of any fee adjustments at least six (6) weeks prior to their effective date, stating the reasons for the adjustment. Notifications shall be sent to the email address provided by the Customer. The right of the Provider to adjust fees shall be subject to applicable UK law.
 - i) The Provider may reasonably adjust the agreed fees if: (i) Individual factors underlying the calculation change due to circumstances beyond the Provider's control and influence, (ii) These changes significantly affect the cost of the provision of services by the Provider, (iii) especially in case of and
 - (1) New legal, regulatory, or technical requirements, new security standards, or new data protection requirements that result in increased costs or expenses for the Provider (e.g., for necessary functional enhancements to the Product).
 - (2) The Provider relies on the infrastructure, products, or services from other suppliers or service providers (e.g., hosting data centers), and these services are no longer available to the Provider, are only available in a modified form, or are available at higher costs due to reasons outside the Provider's control.
 - (3) Fee adjustments due to such specific cost increases shall only be made if such increases cannot be offset by cost reductions elsewhere.
 - ii) The Provider may also adjust the agreed fees in line with general market price developments (e.g., changes in wages, rents, energy costs, etc.). To calculate and verify these adjustments, the Provider may refer to indices such as the consumer price index or the average wage index for IT-sector employees in Germany (or comparable wage indices). Relevant is the index development since the last fee adjustment (or since the conclusion of the Agreement if it is the first adjustment).
 - iii) If the fee increase exceeds 10%, the Customer has the right to object to the increase in writing or via email within two (2) weeks of receiving the notification. If the Customer does not object, the adjustment shall take effect on the announced date. If the Customer objects, the fees shall remain unchanged, but the Provider reserves the right to terminate the Agreement with six (6) months' notice, unless a shorter termination period is required under applicable UK law. The Provider shall inform the Customer of the right to object, the applicable deadline, and the consequences of inaction when announcing the fee adjustment.
3. Changes will be communicated to the Customer in written form (email suffices) at least six (6) weeks before their planned effective date.



4. Amendments, supplements and the termination of this Agreement require written form to be effective. This also applies to amendments to the written form requirement itself. Oral agreements waiving the written form requirement are void. There are no other agreements, in particular verbal ancillary agreements.

§ 16 Final provisions

1. Both parties agree to comply with all applicable export control and foreign trade regulations, including but not limited to UK export control laws, EU trade sanctions, and relevant US regulations such as the Export Administration Regulations (EAR) where applicable. If compliance with such restrictions prevents a party from fulfilling its contractual obligations, that party may terminate the Agreement with immediate effect for good cause. In such cases, no claims for damages shall arise unless otherwise required under applicable law.
2. If any provision of this Agreement is invalid or unenforceable, or if the Agreement contains an omission, the remaining provisions shall remain unaffected. The invalid or omitted provision will be replaced by a valid provision that comes as close as possible to the economic intent of the parties. If such replacement is not possible under applicable law, the affected provision shall be deemed deleted.
3. This Agreement shall be governed exclusively by the laws of England and Wales, excluding its conflict-of-laws principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The exclusive place of jurisdiction for disputes arising from or in relation to this Agreement is London, England. However, the Provider reserves the right to assert claims at the Customer's place of business or any other national or international court, where legally permissible.