



Special Contract Terms and Conditions Services Delaware Law

Mar 2025

§ 1 Subject-Matter of Agreement

1. The subject-matter of these Special Terms and Conditions ("BVB-SERVICES") of Bee360 GmbH ("Provider") is the provision of services in connection with the provision of Bee360 ("Product") in the form of Software-as-a-Service ("SaaS") for the Customer's company.
2. The nature, content and scope of the individual services to be provided by the Provider are set out in these BVB-SERVICES, the General Terms and Conditions Bee360 SaaS ("GTC") and their appendices, as well as the offer.
3. These BVB-SERVICES apply in addition to the GTC. In the event of contradictions, the BVB-SERVICES shall take precedence.

§ 2 Provision and Scope of Services

1. The Provider shall provide the contractually agreed services ("Contractual Services") as described in the service offer.
2. Unless otherwise expressly agreed in the contract, the Contractual Services are services and not work and services.
3. Agreements on subsequent changes to services are only binding if they are made in writing or confirmed in writing by the Provider.
4. The Contractual Services are generally provided at the Provider's place of business or at the Customer's premises, provided that the latter has been expressly agreed. Insofar as the Contractual Services are provided at the Customer's premises in accordance with the agreement, the Customer shall provide the Provider's employees with the necessary work equipment (e.g. office infrastructure, means of communication, system access and authorizations).
5. Documentation is not to be provided unless this is expressly agreed in writing (Section 126 BGB).
6. The Provider is entitled to provide the Contractual Services through subcontractors.

§ 3 Rights to Work Results



1. The copyrights, patent rights, trademark rights and all other rights to documents, illustrations, texts, graphics, software, data and other objects and information that the Provider makes available or accessible to the Customer in the context of contract initiation and execution ("Work Results"), are the sole property of the Provider in the relationship between the contracting parties.
2. The Provider shall receive an exclusive, transferable, irrevocable, unlimited right of use, free of charge, to all Work Results individually provided to the Customer. Pre-existing works are excluded. The Provider is entitled to use, modify, distribute, and exploit the Work Results in any manner.
3. The Customer shall receive the contractually agreed non-exclusive rights of use for the services provided individually for the Customer and the respective Work Results.
4. The Customer is entitled to use the Work Results for its own purposes and – if expressly agreed – for the purposes of affiliated companies (collectively referred to as "customer group"). If an affiliated company leaves the customer group, the Customer shall notify the Provider of this in writing without undue delay. In this case, the Customer shall ensure that further use of the Work Results is discontinued after the company leaves the customer group.
5. The rights granted to the Customer in § 3 shall not pass to the Customer until full payment of the agreed remuneration for the Work Results.
6. If the grant of rights ends, the Provider may demand the return or destruction of the respective Work Results and confirmation of such destruction.

§ 4 Maintenance of Work Results, Updates and Support

1. In the case of individual programming and customer-specific adaptations, the Provider is not obliged to maintain these Work Results or provide updates or support in this regard.
2. The Customer acknowledges that future updates to the Product may require additional efforts and costs to maintain customer-specific adaptations.

§ 5 Remuneration

1. Unless otherwise agreed, the Provider shall receive remuneration based on the services provided (time and material) for the services provided under these BVB services. A daily rate consists of eight (8) hours. Times of use of less or more than eight (8) hours shall be invoiced pro rata temporis.
2. The daily rates include services from our Shared Service Center and can be found in the currently valid price list.
3. Estimates in offers or agreements are non-binding. Payment is based on actual effort unless a fixed or maximum price is expressly agreed upon in writing.
4. The Customer shall also reimburse the Provider for travel expenses and travel time in accordance with the contractual agreement.
5. The services provided shall be invoiced monthly on a time and material basis and in accordance with the service record.
6. The service records are to be approved within 7 days of receipt. Failure to do so shall be deemed acceptance.
7. If a fixed price has been agreed, 40% of the agreed remuneration shall be due upon conclusion of the contract and 40% of the agreed remuneration shall be due upon delivery or provision of the respective contractual service, unless otherwise agreed. The remaining 20% of the agreed remuneration shall be due upon acceptance in the case of work performance, otherwise upon complete performance. The contracting parties may agree on different payment terms in individual cases.



§ 6 Acceptance and Material Defects in Work

1. If services are provided as work, the following applies:
 - 1.1. The Customer must inspect the work results and report defects in writing immediately.
 - 1.2. The Provider may demand written acceptance within two weeks of service provision. The Customer may only refuse acceptance for material defects.
 - 1.3. The work is deemed accepted if (i) four weeks pass after delivery, (ii) the Customer uses the service productively, or (iii) the agreed payment is made in full.

§ 7 Provisions and Cooperation by Customer

1. The Customer must provide necessary cooperation in a timely and complete manner at no cost. Delays in cooperation shall not be deemed Provider's default. Costs due to delayed or missing cooperation shall be borne by the Customer.

§ 8 Final Provisions

1. The parties undertake to comply with all export and export control regulations applicable to them and to observe all other national and international trade restrictions. If a party is unable to fulfill its contractual obligations due to such restrictions, it shall be entitled to a right of termination with immediate effect.
2. Claims for damages are excluded in the cases mentioned in § 8 (1) above.
3. If any provision of this Agreement is found to be invalid or unenforceable, it shall be replaced by a valid provision that most closely aligns with the original intent of the parties. The remainder of the Agreement shall remain in full force and effect.
4. There are no other agreements, in particular no verbal ancillary agreements.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict-of-law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
6. Any dispute arising out of or in connection with this Agreement shall be exclusively resolved in the state or federal courts located in Delaware. However, the Provider reserves the right to bring claims at the Customer's principal place of business or any other competent jurisdiction.

