



Special Contract Terms and Conditions Services English Law

Mar 2025

§ 1 Subject-Matter of Agreement

1. The subject-matter of these Special Terms and Conditions ("BVB-SERVICES") of BEE360 SERVICES Ltd. ("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.
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, perpetual, and worldwide right of use, free of charge, to all Work Results individually provided to the Customer within the scope of its contractual obligations (e.g., documentation, concepts, specifications, models, software). Pre-existing works are excluded from this. In particular, the Provider is entitled – either directly or through third parties – to reproduce, distribute via any medium, further develop, edit and redesign, make publicly available, and otherwise commercially exploit the Work Results in all manners of use known at the time of contract conclusion and in all manners of use that will become known in the future. The Provider is also entitled to transfer the granted rights of use in whole or in part to third parties and to grant third parties any rights of use to the Work Results for all manners of use.
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. Where the grant of rights ends, the Provider may demand from the Customer the return of the respective Work Results or a written assurance that these have been destroyed, as well as the deletion or destruction of all copies of the Work Results and a written assurance that this has been done, unless it concerns a grant of rights in accordance with § 3(2).

§ 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 is aware that customer-specific adaptations will cause additional expenses and costs in the future in order to adapt the customer-specific adaptations to new releases and updates of the Product. Corresponding services must be agreed in writing and remunerated separately on the basis of the Provider's price list valid at the time the service is provided.

§ 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.
3. The times and expenses stated in the Provider's offers or other contractual agreements are non-binding estimates. The remuneration is based exclusively on the actual work performed, unless the parties have expressly agreed fixed or maximum prices in writing (§ 126 BGB).
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 seven (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 the Contractual Services are classified as a work under the explicit and written agreement of the parties, the following provisions shall apply regarding defects and acceptance of the Contractual Services:
 - 1.1. The Customer is obliged to examine the Contractual Services expertly and without undue delay after delivery or provision and to give written notice of any defects found without undue delay, providing a precise description of the defect. The defects must be described in a way that allows the Provider to reproduce them.
 - 1.2. The Provider is entitled to demand a written declaration of acceptance from the Customer within two weeks of delivery or provision of the Contractual Services. The Customer may only refuse acceptance if the Contractual Services are defective and the defect is significant.
 - 1.3. The Contractual Services shall be deemed accepted if:
 - 1.3.1. The period of delivery or provision of the Contractual Services exceeds four calendar weeks and/or
 - 1.3.2. The Customer uses the Contractual Services productively and/or
 - 1.3.3. The Customer has paid the agreed remuneration in full and without reservation, unless the Customer has notified the Provider in advance in writing of significant defects.

§ 7 Provisions and Cooperation by Customer

1. The Customer is obliged to provide provisions and cooperate in a timely and complete manner. The Customer is not entitled to any remuneration or compensation for expenses in this regard. If the Customer's provisions and acts of cooperation are not provided in full or in good time and this results in delays in completion dates, the Provider shall not be in default. Costs and other damage resulting from delayed, incomplete or missing provisions and acts of cooperation by the Customer shall be reimbursed and compensated by the Customer.

§ 8 Final Provisions

1. The parties undertake to comply with all applicable export and export control regulations 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 terminate the contract with immediate effect.
2. Claims for damages are excluded in the cases mentioned in § 8 (1) above.
3. Should any provision of this agreement be or become invalid, void, or unenforceable, or should there be a gap in this agreement, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a valid provision shall be deemed to have been agreed upon that comes closest to the economic intent of the parties. The same applies in the case of an omission.
4. There are no other agreements between the parties, in particular no verbal ancillary agreements. Any amendments to this agreement must be made in writing and signed by both parties.
5. This contract shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).



6. The courts of England and Wales shall have exclusive jurisdiction over all disputes arising out of or in connection with this agreement. However, the Provider retains the right to bring legal action against the Customer at the Customer's place of business or before any other competent national or international court.