General SaaS Terms and Conditions Bee360
Delaware Law

Oct 2025

§ 1 Subject-Matter of the Agreement

1. These General SaaS Terms and Conditions (“GTC”) govern the paid provision of Bee360 (“Product”) by Bee360 Inc. (“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 entrepreneurs or public-sector clients. An entrepreneur is any natural or legal person or partnership acting in the exercise of their commercial or independent professional activity when concluding a legal transaction.
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 router exit 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 the 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 agreed 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 the state of the art 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 regulated in the Service Level Agreement appendix. This does not constitute a warranty.

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 written form (e.g., email to support@bee360.com). Failure to provide such notice within a reasonable time after the Customer becomes aware of the disruption may result in the Customer waiving their right to claim damages or seek other remedies for such disruption to the extent permitted by applicable law. This obligation is consistent with the principles of good faith and fair dealing under Delaware law.

§ 6 Customer Data and Data Processing

1. The Provider shall comply with all applicable federal and state data privacy and security laws and any other applicable regulations governing the processing and protection of business data.

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. 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. 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 prices exclude applicable sales tax, which will be added to invoices where required by law. The Customer shall be responsible for all sales taxes, use taxes, and any other taxes, duties, or charges imposed by any governmental authority in connection with this Agreement, except for taxes based on the Provider's net income.
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 increase will be communicated to the Customer at least 30 days prior to invoicing.
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. If the Customer is more than 30 days in arrears with payment, the Provider reserves the right to suspend access to the Product with prior written notice (e.g., via email). Access will be restored promptly upon receipt of overdue payments.
8. Services exceeding provision of the Product are billed based on the Provider's applicable price list at the time of the service is provided.
9. 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 corresponds to the reduction in value caused by the disruption or the estimated costs of remediation, subject to applicable Delaware law.

§ 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 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 ISO27002, CIS Benchmark or equivalent standards.

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 copyright law, competition law, data protection 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 7, 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 7, 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. When deciding on suspension or deletion, the Provider will adequately consider the legitimate interests of the Customer. The Provider will notify the Customer of the suspension or deletion as soon as possible, but no later than immediately after the suspension or deletion, 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. 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.

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 material breach, the Customer may terminate the Agreement for cause without notice. Minor disruptions do not justify termination. The Customer is not entitled to rescind the contract. Claims for damages or reimbursement of expenses are limited as per Section 10.

6. To the extent permitted by Delaware law, the Provider's liability for defects existing at the time of contract conclusion is limited to cases where the Provider is at fault. Otherwise, the provisions of Section 10 apply.

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. 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 or gross 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.
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.
4. Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable Delaware law. The above provisions do not affect any non-waivable statutory liability, including liability under the Delaware Uniform Commercial Code or any applicable product liability laws.

§ 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 either party provides written notice of termination at least three (3) months before the end of the current contractual term. If required by applicable law, the Provider shall send a reminder before the renewal date.
4. The Customer may terminate the Agreement for cause due to a material breach by the Provider only after providing written notice and granting the Provider a reasonable period to cure the breach, which has elapsed without resolution.
5. The right to termination with immediate effect for good cause remains unaffected for both parties. Good cause includes, but is not limited to, the following cases:
   i) A material 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 material 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 describing the breach in a verifiable manner.

v) The Customer is more than two (2) months in arrears with a fee payment despite written notice. The Provider may suspend access to the Product after one (1) month of non-payment 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 (email or other written communication may be sufficient if permitted by applicable law)

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

§ 12 Force majeure

1. Neither party shall be held liable for any delay or failure to perform its contractual obligations if such delay or failure results from an event of force majeure, meaning an extraordinary event that:

   i) is beyond the reasonable control of the affected party,

   ii) was not foreseeable at the time of contract execution,

   iii) is not caused by the fault or negligence of the affected party, and

   iv) could not have been prevented or mitigated through commercially reasonable efforts.

   Force majeure events include, but are not limited to, war, terrorist attacks, epidemics, pandemics, failure of the Internet or Internet exchanges, natural disasters, or government-imposed restrictions that prevent contractual performance.

2. Exclusions from Force Majeure:

   i) Cyberattacks or security incidents that could have been prevented using commercially reasonable security measures do not constitute force majeure.

   ii) Strikes, labor disputes, or workforce shortages within the risk sphere of the affected party do not qualify as force majeure.

3. Mitigation and Notification Requirement:

   i) The affected party shall take all reasonable measures to minimize the impact on the performance of its contractual obligations.

   ii) The affected party must notify the other party in writing as soon as reasonably possible after the occurrence of a force majeure event, specifying the nature and expected duration of the impact.

4. Right to Terminate:

   If a party is unable to fulfill its contractual obligations due to a force majeure event for a period exceeding thirty (30) calendar days, the other party shall have the right to terminate the Agreement in whole or in part with immediate effect.

§ 13 Transfer of Rights and Obligations

1. The Customer may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Provider. Email or other written communication shall be sufficient. Any purported assignment or transfer in violation of this provision shall be null and void.

2. The Provider may assign or transfer its rights and obligations under this Agreement, in whole or in part, to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets, without requiring the Customer's consent.

3. The Provider may engage third parties (subcontractors) to fulfill its contractual obligations, provided that the Provider remains responsible for the proper performance of the Agreement.

4. The assignment of payment claims by the Provider remains unaffected unless otherwise prohibited by law.

§ 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 Delaware Uniform Trade Secrets Act (DUTSA) and must be treated as confidential (hereinafter: Confidential Information). Confidential Information may only be used for the agreed contractual purpose.

   The recipient shall use commercially reasonable efforts to protect Confidential Information from unauthorized use or disclosure, applying at least the same standard of care as it applies to the protection of its own confidential information. The Parties shall not be liable for the accuracy of the Confidential Information provided.

   Notwithstanding the foregoing, the recipient may disclose Confidential Information with the prior written consent of the disclosing party.

2. The confidentiality obligations shall not apply to information that:

   i) Was lawfully in the recipient's possession before being received, without any breach of 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., already published or generally accessible.

   iv) Is required to be disclosed by law, governmental or regulatory authority, administrative or judicial order, or under the terms of this Agreement, provided that the recipient notifies the disclosing party in advance to the extent legally permitted.

   v) Must be disclosed to regulatory authorities or as part of legally mandated compliance processes.

   vi) Is disclosed to affiliates, subcontractors, or employees involved in the provision of services, provided that such persons are bound by equivalent confidentiality obligations.

3. Any disclosure must be limited to the minimum necessary (need-to-know basis). If disclosure is required by law or governmental order, the recipient shall notify the disclosing party as soon as practicable, unless such notification is legally prohibited.

4. The confidentiality obligations shall remain in effect for three (3) years after termination of the Agreement, except for trade secrets, which shall remain protected for as long as they qualify as trade secrets under applicable law.

§ 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]). Any changes to these Terms will be communicated to the Customer via email, with the modifications clearly highlighted. The updated Terms shall become effective upon the Customer's continued use of the services after the effective date, unless the Customer objects in writing within four (4) weeks of receiving the notification. The Provider shall inform the Customer of their right to object and the consequences of continued use when announcing the changes. If the Customer objects within the given timeframe, the contractual relationship shall continue under the original Terms, but the Provider reserves the right to terminate the Agreement with two (2) weeks' notice.

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. Any fee adjustment shall be reasonable and non-discriminatory.

i) The Provider may reasonably adjust the agreed fees if: (i) The underlying cost structure has changed due to circumstances beyond the Provider's control, and (ii) These changes significantly impact the cost of providing services, including but not limited to:

(1) New legal, regulatory, or technical requirements, new security standards, or new data protection obligations that result in increased costs or expenses for the Provider (e.g., for necessary functional enhancements to the Product).

(2) Changes in third-party infrastructure, software, or services that the Provider relies on (e.g., cloud hosting, third-party APIs) and that result in increased costs outside the Provider's control.

(3) Cost increases due to external factors that cannot be offset by cost reductions elsewhere.

ii) The Provider may also adjust the agreed fees based on general market price developments (e.g., changes in wages, rents, energy costs). Fee adjustments may be calculated using recognized economic indicators such as the U.S. Consumer Price Index (CPI) or the Employment Cost Index (ECI) for IT-sector employees. The relevant period for such adjustments is the time 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 three (3) months' notice. 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. Any amendments to these Terms or fee adjustments shall be communicated to the Customer in written or electronic form (e.g., via email) at least six (6) weeks before their planned effective date.

4. Amendments, supplements, and termination of this Agreement require written form to be effective. This also applies to amendments to the written form requirement itself. However, written form shall include electronic communications such as email.

5. Notwithstanding the above, the Provider shall be entitled, and in the case of a decrease obliged, to adjust fees in response to changes in statutory sales tax (VAT) rates. Such adjustments shall take effect on the date the new tax rate applies, without requiring Customer consent.

6. The Provider reserves the right to amend or expand contractual terms in connection with upgrades or additional product components. Such changes shall require the Customer's consent to take effect.

§ 16 Final provisions

1. Both parties agree to comply with all applicable export control and foreign trade regulations,including but not limited to U.S. export control laws (e.g., the Export Administration Regulations (EAR) and sanctions administered by the U.S. Office of Foreign Assets Control (OFAC)) as well as other applicable national and international trade restrictions. 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. Claims for damages are excluded in such cases.

2. 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.

3. 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).

4. 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.