



Special Contract Terms and Conditions Services Delaware Law

Oct 2025

§ 1 Subject-Matter of Agreement

1. The subject-matter of these Special Terms and Conditions ("BVB-SERVICES") of Bee360 Inc ("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. The parties act as independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, fiduciary, or employment relationship.

§ 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 and signed by both parties. For the purposes of this clause, "in writing" includes electronic signatures as defined under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act).
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, provided that the Provider remains fully responsible for the performance of the Contractual Services.

§ 3 Rights to Work Results

1. All copyrights, patent rights, trademark rights, trade secrets, and any other intellectual property rights in and to any documents, illustrations, texts, graphics, software, data and other materials or information that the Provider makes available or accessible to the Customer in connection with the negotiation or performance of the contract ("Work Results") shall, as between the parties, remain the sole and exclusive property of the Provider.
2. The Provider shall have an exclusive, transferable, irrevocable, perpetual and worldwide right to use, reproduce, distribute, modify, adapt, display, perform, and otherwise exploit all Work Results individually created for the Customer. Pre-existing works are excluded. The Customer shall ensure that no moral rights are asserted in connection with any Work Results, and that any individuals involved waive such rights to the extent permitted by applicable law.
3. The Customer shall receive the non-exclusive, non-transferable rights of use expressly granted in this Agreement or the applicable order for the individually created Work Results.
4. The Customer may use the Work Results solely for its own internal business purposes and, if expressly agreed in writing, for the purposes of its affiliates.
5. The rights granted to the Customer shall vest only upon full payment of the agreed compensation.
6. Upon termination or expiration of this Agreement, or upon the Provider's request following non-payment, the Customer shall return or permanently delete all Work Results and certify such deletion in writing.

§ 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 custom developments or modifications may require additional work and expense to ensure compatibility with new releases or updates of the Product. Any such services shall be agreed upon separately in writing and will be subject to the Provider's then-current rates. For the purposes of this clause, "in writing" includes electronic signature or email confirmation.

§ 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. The times and expenses stated in the Provider's offers or other contractual documents are non-binding estimates. The fees are based exclusively on the actual work performed, unless the parties have expressly agreed in writing on fixed or not-to-exceed prices.
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 object in writing within this period shall be deemed acceptance.
7. If a fixed price has been agreed, 40 % of the total fee shall be due upon execution of the Agreement, 40 % upon delivery of the respective Contractual Service, and the remaining 20 % upon acceptance, unless otherwise agreed in writing. Different payment schedules may be agreed between the parties in writing.
8. All payments shall be made in U.S. dollars (USD). Any late payments shall accrue interest at the rate specified by the Delaware Code, Title 6, § 2301(a), or, if none is specified, at 1.5 % per month.

§ 6 Acceptance and Material Defects in Work

1. If the Contractual Services constitute work to be performed under a written agreement, the following provisions shall apply with respect to defects and acceptance:
 - 1.1. The Customer shall inspect the Contractual Services promptly after delivery and notify the Provider in writing of any defects within ten (10) business days after discovery. Failure to provide such notice shall constitute acceptance of the Contractual Services.
 - 1.2. The Provider may request written confirmation of acceptance within two (2) weeks of delivery. The Customer may only refuse acceptance if a material defect exists.
 - 1.3. The Contractual Services shall be deemed accepted if the Customer uses them productively, pays the agreed compensation without reservation, or fails to respond to a request for acceptance within two (2) weeks.
 - 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 shall provide all cooperation and materials required for the performance of the Contractual Services in a timely and complete manner at no charge. The Provider shall not be deemed in default to the extent delays result from the Customer's failure to cooperate. The Customer shall reimburse the Provider for any additional costs or losses caused by such failure.

§ 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. Should any provision of the agreement that is concluded on the basis of this offer be or become invalid or contain a gap, the legal validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a valid provision is deemed to have been agreed that comes closest to the economic intent of the parties; the same applies in the event of an omission.



4. There are no other agreements, in particular no verbal ancillary agreements.
5. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware. Each party waives any objection based on forum non conveniens.
6. This Agreement, together with the GTC and any attached schedules, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, or understandings. No amendment or modification shall be effective unless in writing and signed by both parties.