

General Terms & Conditions Global

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1. Scope and Structure

- 1.1 **Purpose of the Agreement.** This Agreement governs the provision and use of Provider's software products and related services. It also covers accompanying services such as consulting, support, and training. On-premises software may be provided upon explicit request by Customer and subject to separate terms. Where applicable, region-specific provisions are set out in Section 18 (Appendix: Regional Addenda).
- 1.2 **Contractual Components.** The contractual relationship consists of the following components, listed in descending order of precedence in case of conflict:
1. The Individual agreement (consisting of offer, order, and any order confirmation);
 2. Supplementary contractual conditions, including
 - General Service Description (GSD),
 - Specific service descriptions,

- Service Level Agreement (SLA),
- Data Processing Agreement (DPA),
- Non-Disclosure Agreement (NDA),
- These Global Terms and Conditions (GTC).

Any additional or deviating terms proposed by Customer shall only apply if expressly accepted in writing. The acceptance of payments or provision of services shall not constitute implied consent to such terms.

1.3 Language and Interpretation. This Agreement is drafted in English. In case of translations, the English version shall prevail. Headings are for convenience only and shall not affect interpretation. Terms used in the singular include the plural and vice versa. References to “days” mean calendar days unless otherwise specified.

1.4 Definitions and Interpretation. Capitalized terms used in this Agreement shall have the meanings assigned to them below or within the relevant clauses. If not defined, terms shall be interpreted according to their generally accepted meaning in the context of international SaaS business. For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

- **“Agreement”** means these Global Terms and Conditions together with any applicable order and annexes.
- **“Customer”** means the entity entering into this Agreement with Provider for the use of the Services.
- **“Provider”** means the GBTEC Group entity providing the Services under this Agreement as defined in the offer.
- **“Services”** means the software-as-a-service offerings, support, and related services provided by Provider as described in the offer.

2. Conclusion of Contract

2.1 Formation of Agreement. A contract between Provider and Customer is formed upon:

- Acceptance by Customer of a written or electronic offer issued by Provider (e.g., by signing an order or using the Services);
- Acceptance by Provider of a binding offer submitted by Customer (e.g., via email or countersigned document);

- Approval by Customer of a service request (e.g., Statement of Work or use of credits) within the scope of an existing agreement.

In addition, the issuance of an order or similar document by Customer referencing Provider's offer shall be deemed acceptance of the offer and these Terms, even if not countersigned by Provider, unless explicitly rejected.

2.2 **Order Confirmation and Activation.** The content of the contract is reflected in Provider's order confirmation. The Agreement shall be deemed concluded at the latest upon provision or activation of the Services.

2.3 **Precedence of Terms.** Any terms included in a Customer-issued order or similar document that deviate from or supplement this Agreement shall be of no effect unless expressly agreed to in writing by Provider.

3. **Subject Matter and Grant of Rights**

3.1 **Scope of Services.** Provider provides access to its software products and related services primarily via a SaaS model. The specific modules and functionalities available to Customer are defined in the individual agreement and the applicable service descriptions. On-premises software may be provided upon explicit request and subject to separate terms.

3.2 **License Grant.** For the duration of the Agreement, Provider grants Customer a non-exclusive, non-transferable, and non-sublicensable right to access and use the Services solely for Customer's internal business purposes and in accordance with the agreed license model.

The license does not include the right to:

- access or use the source code,
- modify, reverse engineer, or create derivative works of the software, or
- provide access to third parties unless explicitly permitted.

3.3 **Updates and Upgrades.** New versions, updates, or upgrades of the Services are subject to the same license terms as the originally provided software, unless otherwise agreed.

3.4 **Ancillary Services and Copyright.** Services such as consulting, training, or support are not subject to usage rights under copyright law. They are provided based on separate agreements (e.g., service descriptions, Statements of Work) as services or work performances. If copyright-protected content is provided within such services – such as training materials, presentations, or documentation – the copyrights generally remain with Provider. Customer may only use such

content within the rights granted under the contract; any further rights of use require a written agreement.

- 3.5 Provider may, upon reasonable prior written notice and during regular business hours, audit Customer's use of the Services to verify compliance with the Agreement and the applicable license terms. Such audits may be conducted by Provider or an independent third party bound by confidentiality. Customer shall reasonably cooperate with any such audit. Audits shall not unreasonably interfere with Customer's business operations.

4. Technical Requirements

- 4.1 **Provision of Services.** Provider provides the Services via a telecommunication connection, typically as SaaS. The point of service delivery is the router exit of the data center used by Provider. Customer is responsible for the data connection between the point of service delivery and its own IT systems.
- 4.2 **Technical Requirements.** The use of the Services requires certain technical prerequisites on the part of Customer. These prerequisites are defined in the applicable service description and technical documentation provided prior to contract conclusion. Customer shall ensure that its systems meet these requirements throughout the term of the Agreement.
- 4.3 **Customer Responsibility.** Disruptions or limitations resulting from insufficient technical prerequisites or incompatibilities within Customer's IT environment do not constitute a defect in the Services. Provider is not responsible for the quality or availability of Customer's internet connection or local infrastructure.

5. Availability and Disruptions

- 5.1 **Service Availability.** The availability and quality of the services may be temporarily limited. No claims for defects or damages shall arise if the limitation is due to factors beyond Provider's control or scheduled maintenance.
- 5.2 **Material Disruption.** If a material disruption attributable to Provider lasts longer than 24 hours, Customer may proportionally reduce the monthly fee. A material disruption is deemed to exist if the agreed service cannot fulfill its essential purpose.
- 5.3 **SLA.** Where an SLA contains deviating or supplementary provisions regarding availability, incident handling, or fee reduction, such provisions shall take precedence over this section.

6. Remuneration and Payment Terms

- 6.1 **Remuneration Basis.** The remuneration for Provider's services is determined by the individual agreement, applicable price lists, and/or written offers. This applies to both the use of the software and any additional services (e.g., consulting, training, customization), which are generally billed on a time-and-materials basis.
- 6.2 **SaaS Subscription Fees.** Unless otherwise agreed, SaaS subscription fees shall be invoiced annually in advance from the Contract Start Date as defined in the individual agreement or offer. Payment is due within 30 days of receipt of the invoice.
- 6.3 **Additional Services.** The provision of additional services after the Contract Start Date does not affect the due date of the SaaS subscription fee.
- 6.4 **Late Payment.** If payment is not received within 14 days following a first reminder, Provider may suspend, restrict, or terminate access to services, cease all service delivery, or cancel the account. Statutory rights remain unaffected.
- 6.5 **Service Scope Adjustments.** Extensions to the scope of services (e.g., additional user licenses) shall be invoiced from the date of extension. Reductions shall only take effect at the end of the agreed term and must be notified at least three months in advance. No refunds or fee reductions shall be granted during the current term.
- 6.6 **Currency and Taxes.** All prices are stated in the agreed currency and are exclusive of applicable taxes (e.g., VAT, GST), unless expressly agreed otherwise.
- 6.7 **Electronic Invoicing.** Invoices and payment reminders shall be issued electronically. Customer shall promptly notify Provider of any changes to billing information.
- 6.8 **Offsetting.** Customer may only offset claims that are undisputed or legally established.
- 6.9 **Service Contingents.** Where services are provided based on pre-agreed contingents, the agreed conditions regarding usage, validity, and expiration shall apply. Contingents are valid for 12 months from the date of provision and expire thereafter without refund. They are non-transferable. Provider shall notify Customer of pending expiration in due time, provided a communication channel is available.
- 6.10 **Enforcement Support.** Provider may, at its discretion, initiate legal or arbitration proceedings in the jurisdiction of Customer to enforce payment obligations. Customer agrees that any judgment or award obtained under this Agreement shall be enforceable in its jurisdiction, subject to applicable local law.

7. Fee Adjustment

- 7.1 **Right to Adjust Fees.** Provider may reasonably adjust fees for services with recurring remuneration or long-term contracts in response to changes in costs or usage volumes. Adjustments shall be made in good faith and reflect both cost increases and cost reductions.
- 7.2 **Adjustment Criteria.** Fee adjustments may be based on changes to essential cost factors (e.g., energy, IT infrastructure, personnel, software licenses) or changes in Customer's usage volumes. Provider shall ensure that cost reductions are considered equally to cost increases.
- 7.3 **Notification Period.** Fee changes shall be communicated to Customer in text form at least six (6) weeks prior to their effective date.
- 7.4 **Presumed Reasonableness.** Price adjustments of up to seven percent (7%) per contract year shall be deemed reasonable unless otherwise explicitly agreed in the individual agreement.

8. Customer's Duties to Cooperate and Protective Obligations

- 8.1 **Provision of Information and Access.** Following conclusion of the contract, Customer shall promptly provide all information, contacts, and access necessary for the performance of the agreed services. Delays resulting from missing or delayed cooperation shall not be attributable to Provider.
- 8.2 **Security Measures.** Customer shall implement appropriate protective measures against malware and unauthorized access. Access credentials (e.g., user IDs, passwords, API keys) must be kept confidential and protected from third-party access. Provider must be informed immediately if misuse is suspected.
- 8.3 **Additional Cooperation Duties.** Further duties to cooperate may arise from product-specific service descriptions or individual agreements.

9. Delay in Performance, Force Majeure, and Change Requests

- 9.1 **Delay by Provider.** If Provider is in default with performance, Customer may terminate the contract after a reasonable grace period has expired without success. Reminders and grace periods must be issued in writing.
- 9.2 **Customer-Caused Delays.** Delays resulting from Customer's change requests, lack of cooperation, or requested interruptions shall not constitute default by Provider. This applies in particular to services billed on a time-and-materials basis or based on pre-agreed service contingents. New

deadlines shall be mutually agreed. Waiting times and additional efforts may be invoiced separately.

9.3 **Force Majeure.** Force majeure shall release both parties from their performance obligations for the duration and scope of its effects. Force majeure includes, but is not limited to, natural disasters, pandemics, governmental actions, strikes, supply chain disruptions, or illness of key personnel. If such an event lasts longer than ninety (90) days, either party may terminate the contract with thirty (30) days' written notice. Services already rendered shall be invoiced on a pro rata basis; existing payment obligations remain unaffected.

9.4 **Change Requests.** Customer requests to change the scope of services may be considered within a separately agreed change procedure. Provider is not obligated to implement such changes. Remuneration shall be based on the applicable pricing model unless otherwise agreed.

10. Intellectual Property Rights

10.1 **Ownership.** All intellectual property rights – including copyrights, trademarks, patents, and other proprietary rights – to the software, its components, user interfaces, underlying technologies, and documentation remain exclusively with Provider. No offer, order, or contract shall be construed as transferring such rights to Customer.

10.2 **Use of Trademarks and Designations.** Customer shall not alter, remove, or obscure any proprietary notices. Customer is not permitted to register or use Provider's trademarks, trade names, logos, or domain names, or any similar or confusingly similar designations.

10.3 **Work Results from Services.** Work results created in the course of services (e.g., consulting, configuration, customization, training) shall remain the intellectual property of Provider unless explicitly agreed otherwise in writing. Customer shall be granted a non-exclusive, non-transferable right to use such results in accordance with the contract.

11. Data Protection and Confidentiality

11.1 **Applicable Data Protection Regulations.** Provider shall process personal data in accordance with applicable data protection laws. Where required, the parties shall enter into a data processing agreement pursuant to Article 28 GDPR or equivalent provisions under applicable local law.

11.2 **Data Handling for Contract Fulfillment.** To fulfil the contract, Provider is entitled to reproduce, store, and technically process data provided by Customer (e.g., format changes, storage in failover systems). This also applies to data processed or created during service delivery.

- 11.3 **Confidentiality Obligations.** All information received or created under this contract shall be treated as confidential and used solely for the purpose of fulfilling the contract. This includes information marked as confidential as well as business and trade secrets. The parties undertake to maintain confidentiality in accordance with applicable trade secret laws. This obligation shall survive termination of the contract.
- 11.4 **Further Data Protection Provisions.** Additional data protection provisions – particularly regarding data processing, subcontractor use, and data responsibility in the context of SaaS – shall be governed by the applicable data processing agreement (DPA).
- 11.5 **Prohibited Content.** Customer shall not store any unlawful content via the hosting service. Customer shall indemnify Provider against all third-party claims arising from the use of such content.
- 11.6 **Data Hosting and Cross-Border Transfers.** Unless otherwise agreed, Provider may host Customer data outside Customer’s jurisdiction. Customer acknowledges and consents to such cross-border data transfers, provided that Provider complies with applicable data protection laws and ensures an adequate level of protection in accordance with the applicable legal framework.

12. Use of Artificial Intelligence (AI)

- 12.1 **Responsible Use.** Provider uses AI systems solely to support human decision-making. All use is conducted responsibly, transparently, and in compliance with applicable regulations, including the EU AI Act and relevant data protection laws.
- 12.2 **Human Oversight.** Automated decisions with legal or similarly significant effects are made only under appropriate human oversight. Customer shall be informed about the use of such systems where relevant.
- 12.3 **Prohibited Practices.** Provider does not use AI systems that fall under prohibited practices as defined by applicable law, including manipulative systems, social scoring, or biometric real-time surveillance.
- 12.4 **Customer Responsibility.** AI-generated content (e.g., analyses, recommendations) must be independently reviewed by Customer. Provider assumes no liability for decisions made solely on the basis of such content, especially in regulated environments. Customer shall not use AI-generated outputs for decisions with legal, financial, or regulatory consequences without appropriate human oversight and validation.

12.5 **Additional Terms for AI Services.** The use of AI-supported features in BIC AI Services is subject to the “Terms and Conditions for the Use of BIC AI Services,” which Customer agrees to comply with.

13. Liability and Damages

13.1 **General Principles.** Provider shall be liable only in accordance with the provisions of this Section. All other liability is excluded to the maximum extent permitted by applicable law.

13.2 **Unlimited Liability.** Nothing in this Agreement shall exclude or limit Provider’s liability for:

- death or personal injury caused by negligence,
- fraud or fraudulent misrepresentation,
- gross negligence or willful misconduct, or
- any liability that cannot be excluded under applicable law.

13.3 **Limitation of Liability.** SUBJECT TO CLAUSE 13.2, PROVIDER’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE LIMITED TO (I) THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND (II) IN NO EVENT SHALL LIABILITY PER INDIVIDUAL CLAIM EXCEED 50% OF THE ANNUAL FEES PAID BY CUSTOMER.

13.4 **Excluded Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER SHALL NOT BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES;
- LOSS OF PROFITS, REVENUE, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL, OPPORTUNITY, OR REPUTATION;
- LOSS OR CORRUPTION OF DATA
- DAMAGES ARISING FROM THIRD-PARTY SERVICES OR INTEGRATIONS NOT EXPRESSLY AGREED IN WRITING.

13.5 **Indemnification by Customer.** Customer shall indemnify and hold harmless Provider from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- any breach of this Agreement by Customer,
- any unlawful content stored or transmitted by Customer,

- any third-party claims resulting from Customer's use of the services, including use by Customer's affiliates, partners, or end users, or
- any breach of applicable export control laws or data protection regulations by Customer.

13.6 **Indemnification by Provider.** Provider shall indemnify Customer against third-party claims alleging that the Services, when used in accordance with this Agreement, infringe intellectual property rights, provided that:

- Customer promptly notifies Provider of the claim,
- Provider controls the defense and settlement, and
- Customer cooperates reasonably.

This indemnity does not apply to claims arising from:

- Customer's modification of the Services,
- use in combination with non-Provider products, or
- use in violation of this Agreement.

This Clause 13.6 sets forth Customer's sole remedy for third-party IP claims.

13.7 **No Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

13.8 **Time Limitation for Claims.** ANY CLAIMS UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN TWELVE (12) MONTHS FROM THE DATE THE CAUSE OF ACTION AROSE, UNLESS MANDATORY STATUTORY LIMITATION PERIODS APPLY.

14. Contract Term and Termination

14.1 **Contract Term.** The term of the Agreement shall be defined in the applicable offer or individual agreement. Unless otherwise agreed, SaaS services shall have a minimum initial term of thirty-six (36) months and shall automatically renew for successive twelve (12) month periods unless terminated in accordance with Clause 14.2.

14.2 **Ordinary Termination.** Either party may terminate the Agreement at the end of the initial term or any renewal term by giving at least three (3) months' written notice prior to the end of the then-current term.

14.3 Termination for Cause. Either party may terminate the Agreement with immediate effect by written notice if:

- the other party materially breaches the Agreement and fails to remedy such breach within thirty (30) days of written notice,
- the other party becomes insolvent, enters into liquidation, or has a receiver appointed;
- Customer uses the services unlawfully or in breach of applicable laws, or
- continued performance of the Agreement becomes unreasonable due to force majeure lasting more than ninety (90) days.

14.4 Effect of Termination. UPON TERMINATION, ALL RIGHTS TO USE THE SERVICES SHALL CEASE. CUSTOMER SHALL PAY ALL FEES DUE UP TO THE EFFECTIVE DATE OF TERMINATION. PREPAID FEES ARE NON-REFUNDABLE UNLESS OTHERWISE REQUIRED BY LAW.

14.5 Termination of Time-and-Materials Services. Services provided on a time-and-materials basis or via service contingents shall not be subject to a fixed term unless explicitly agreed. They end upon full delivery or expiration of the contingent. No ordinary termination is required.

14.6 Form of Termination. Termination notices must be made in writing or electronically with a qualified electronic signature, unless otherwise agreed.

14.7 Post-Termination Provisions. Any provisions intended to survive termination, including confidentiality, intellectual property, and limitation of liability, shall remain in effect.

15. Transfer of Rights and Obligations

15.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except as provided in Clause 15.2. Any attempted assignment in violation of this clause shall be void.

15.2 Permitted Assignments by Provider. Provider may assign this Agreement or delegate its obligations:

- to any affiliated company within the meaning of applicable corporate law;
- to subcontractors expressly named in the Agreement;
- to third-party service providers for hosting or infrastructure purposes, provided such delegation does not materially affect Customer's rights.

In all cases, Provider remains responsible for the proper performance of the services.

- 15.3 **Hosting and Infrastructure.** For SaaS services, hosting and infrastructure may be provided by third-party data centers commissioned by Provider. Provider remains fully responsible for service delivery and compliance with contractual obligations.

16. Contract Amendments

- 16.1 **Right to Amend.** Provider may amend these General Terms and Conditions, service descriptions, or other contractual documents for valid reasons, including but not limited to changes in law, technical developments, or operational requirements.
- 16.2 **Non-Material Changes.** Editorial or clarifying changes that do not materially affect Customer's rights or obligations shall become effective upon publication on Provider's website. No separate notification is required.
- 16.3 **Material Changes.** Material changes that affect the scope of services, pricing, or essential contractual obligations shall be communicated to Customer in text form at least four (4) weeks prior to their effective date. Material changes shall not apply retroactively unless required by law or expressly agreed by Customer.
- 16.4 **Customer Objection.** If Customer does not agree to a material change, they may object in writing within the notice period. In the event of an objection, either party may terminate the Agreement with the notice period applicable to ordinary termination.
- 16.5 **Deemed Acceptance.** If Customer does not object within the specified period, the amended terms shall be deemed accepted. Provider shall inform Customer of this consequence in the amendment notice.

17. Final Provisions

- 17.1 **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) SHALL NOT APPLY. Upon mutual agreement, the laws of the State of New York may apply instead, with the exclusion of its conflict of laws principles.
- 17.2 **Jurisdiction.** The following types of claims may be brought before the competent courts of either Provider's domicile or, at Provider's discretion, Customer's jurisdiction:
- (i) claims for payment of undisputed invoices,
 - (ii) requests for injunctive or equitable relief, or
 - (iii) disputes concerning intellectual property rights.

All other disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be London, United Kingdom, or alternatively New York, USA, if the laws of the State of New York apply. For claims below GBP/USD 250,000, the expedited procedure of the ICC Rules shall apply. The language of the arbitration shall be English. Before initiating arbitration, the parties may seek to resolve disputes amicably, including through mediation.

- 17.3 **Form Requirements.** Amendments and additions to this Agreement must be made in writing. A scanned signature or a certificate-based electronic signature shall suffice unless stricter form is required by law.
- 17.4 **Severability.** If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall replace the invalid provision with a valid one that most closely reflects the original intent and economic purpose.
- 17.5 **Survival.** Provisions that by their nature are intended to survive termination of this Agreement, including confidentiality, intellectual property, limitation of liability, and dispute resolution, shall remain in effect after termination.
- 17.6 **Business Use and Consumer Law.** The Services are intended for business use only. Consumer protection laws shall not apply unless mandatory under applicable law.
- 17.7 **Export Control.** Customer shall comply with all applicable export control laws and regulations, including those of the European Union, the United Kingdom, and the United States, in connection with the use of the Services. Provider may suspend or terminate the Agreement if Customer's use of the Services violates such laws.
- 17.8 **Anti-Corruption and Ethical Principles.** Each party shall comply with applicable anti-corruption laws, including but not limited to the UK Bribery Act and the US Foreign Corrupt Practices Act (FCPA) and shall not offer or accept any undue advantage in connection with this Agreement. Provider maintains a Code of Conduct and Compliance Framework aligned with international standards on human rights, sustainability, and fair business practices. Provider encourages its business partners to uphold similar values. A copy of the Code of Conduct is available upon request.
- 17.9 **Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties and their permitted successors and assigns. No other person or entity shall have any rights or remedies under or by reason of this Agreement.

- 17.10 **No Partnership or Agency.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party shall have authority to bind the other in any manner.
- 17.11 **Equitable Relief.** The parties acknowledge that a breach of confidentiality or intellectual property obligations may cause irreparable harm. In such cases, the non-breaching party shall be entitled to seek injunctive or equitable relief in addition to any other remedies available.
- 17.12 **Waiver.** No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy.
- 17.13 **Entire Agreement.** This Agreement, including all referenced documents and appendices, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, or representations, whether oral or written. No terms or conditions other than those set forth herein shall be binding unless mutually agreed in writing.

18. Appendix: Regional Addenda

The following regional provisions apply only where Customer is domiciled in, or the Services are primarily used within, the respective jurisdiction. These provisions supplement the general terms of this Agreement and shall prevail in case of conflict, but only to the extent required by applicable local law or regulatory requirements.

18.1 United States Addendum

- **Government Use.** If Customer is a US Government entity or uses the Services on behalf of such an entity, the Services are provided as “commercial items” under FAR 2.101 and DFARS 252.227-7015. Any use, duplication, or disclosure by the Government is subject to the restrictions set forth in this Agreement.
- **HIPAA Disclaimer.** Unless explicitly agreed in a separate Business Associate Agreement (BAA), Provider does not process Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Customer shall not upload or process PHI unless a valid BAA is in place.

18.2 Australia Addendum

- **Consumer Law Exclusion.** To the extent permitted by law, the parties agree that the Services are supplied for business purposes and the statutory guarantees under the Australian Consumer Law (ACL) do not apply.

18.3 Middle East Addendum (Saudi Arabia, United Arab Emirates or other GCC countries)

- **Local Hosting Location.** If required by applicable law or regulation, Provider shall offer hosting within the relevant jurisdiction (e.g., UAE, Saudi Arabia), subject to availability and separate agreement. Otherwise, Customer acknowledges and consents to cross-border data transfers, provided that:
 - Provider complies with applicable local data protection laws.
 - Provider ensures an adequate level of protection in accordance with recognized international standards (e.g., GDPR equivalence, SCCs, or local adequacy mechanisms).
- **Sharia Compliance Clause (Saudi Arabia).** To the extent required by applicable law in the Kingdom of Saudi Arabia, the parties agree that:
 - No provision of this Agreement shall be interpreted to require the payment or receipt of interest (Riba), and any such provision shall be deemed void and replaced with a Sharia-compliant alternative. Any late payment remedies shall be limited to operational consequences (e.g., suspension of services) and shall not include financial penalties unless expressly permitted under Saudi law.
 - The parties shall cooperate in good faith to resolve any conflict between this Agreement and mandatory provisions of Sharia law, including through amendment or waiver of affected terms.
 - This clause shall not affect the validity or enforceability of the Agreement in jurisdictions outside the Kingdom of Saudi Arabia.
- **Language and Translation.** Where required by law, the Agreement shall be translated into Arabic. In case of conflict between the English and Arabic versions, the English version shall prevail, unless local law mandates otherwise.
- **Jurisdiction and Enforcement.** The arbitration clause in Section 17 shall apply, and the parties agree that arbitral awards rendered under ICC Rules shall be enforceable in the relevant Middle Eastern jurisdiction. Where arbitration is not enforceable under local law, the parties agree to submit disputes to the competent courts of the relevant jurisdiction, subject to applicable law. The parties may opt into Common Law-based commercial courts (e.g., DIFC Courts in Dubai or ADGM Courts in Abu Dhabi) where permitted and appropriate.

GBTEC Group