

HarmonyATS

Customer Terms of Service

B2B Cloud SaaS Applicant Tracking System
Effective Date: 05.12.2025

Provider: HarmonyHR LTD, incorporated and operating under the laws of Kyrgyz Republic, Register № 309328-3301-000, having its registered office at Imeni Baltagulova st., 27, Bishkek, Kyrgyz Republic.

These Customer Terms of Service (the “Agreement”) govern Customer’s access to and use of HarmonyATS, a hosted multi-tenant cloud software-as-a-service applicant tracking system provided by HarmonyHR LTD (“HarmonyHR,” “Provider,” “we,” “us,” or “our”). This Agreement is for business customers only and does not apply to consumers. By executing an Order Form, accepting this Agreement, or accessing or using the Service, Customer agrees to be bound by this Agreement.

1. Definitions

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership or control of more than fifty percent (50%) of the voting interests of the relevant entity.

1.2 “Agreement” means these Customer Terms of Service, each Order Form, the HarmonyATS Acceptable Use Policy, the DPA (if applicable), and any other documents expressly incorporated by reference herein.

1.3 “Authorized User” means an individual natural person, whether an employee, contractor, recruiter, or other representative of Customer or its Affiliates, whom Customer authorizes to access and use the Service on Customer’s behalf under the rights granted in this Agreement.

1.4 “Customer” means the legal entity identified in the applicable Order Form, or if there is no signed Order Form, the legal entity on whose behalf the individual accepting this Agreement acts.

1.5 “Customer Data” means any data, content, materials, records, files, or information submitted to, stored in, transmitted through, imported into, or otherwise made available to the Service by or on behalf of Customer or its Authorized Users, including applicant, candidate, employee, recruiting, and related business data. Customer Data does not include Service Data.

1.6 “Documentation” means the user guides, technical documentation, policies, and standard usage instructions for the Service that Provider makes available to Customer from time to time.

1.7 “DPA” means the parties’ applicable data processing addendum covering Provider’s processing of personal data on Customer’s behalf in connection with the Service, including any applicable transfer terms, as updated or replaced from time to time.

1.8 “Order Form” means an ordering document, online order, proposal, quote, statement of work, or other written or electronic ordering instrument that identifies the Service, Subscription Term, fees, and other commercial details applicable to Customer.

1.9 “Service” means HarmonyATS, including the hosted multi-tenant cloud software application, its standard features and functionality, the Documentation, and any related support or implementation services expressly identified in an Order Form.

1.10 “Service Data” means data relating to the configuration, performance, operation, support, security, and use of the Service that is generated or derived by Provider in connection with Customer’s or its Authorized Users’ use of the Service, including technical logs, telemetry, diagnostics, usage metrics, and aggregated or de-identified analytics, but excluding Customer Data in identifiable form.

1.11 “Subscription Term” means the initial subscription term and any renewal term set out in the applicable Order Form or, if no Order Form specifies a term, the default subscription period selected during the ordering process.

1.12 “Subprocessor” means any third party engaged by Provider to process personal data on behalf of Customer in connection with the Service.

1.13 “HarmonyATS Acceptable Use Policy” means the then-current HarmonyATS Acceptable Use Policy made available by Provider and expressly incorporated into this Agreement.

2. Scope of Service and Subscription Rights

2.1 Subject to this Agreement and timely payment of all applicable fees, Provider grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Service solely for Customer’s internal business recruiting and hiring operations, in accordance with the Documentation and the scope purchased under the applicable Order Form.

2.2 Customer may permit its Authorized Users to access and use the Service only on Customer’s behalf and only for Customer’s internal business purposes. Customer is responsible for all acts and omissions of its Authorized Users and any other person who accesses the Service through Customer’s accounts or credentials.

2.3 Unless expressly agreed otherwise in an Order Form, the subscription is limited to the modules, features, usage volumes, and service levels expressly stated in the Order Form. No rights are granted by implication, estoppel, or otherwise.

2.4 Provider may from time to time update, enhance, modify, replace, or discontinue features, integrations, interfaces, workflows, or components of the Service. Provider will not materially reduce the core functionality of the Service purchased by Customer during a paid Subscription Term except where required for security, legal, compliance, technical, operational, or third-party dependency reasons, where a third-party provider or dependency is changed, restricted, or discontinued, or where equivalent replacement functionality is provided.

2.5 Any implementation, onboarding, migration, or setup services are included only if expressly described in an Order Form or statement of work. Any timelines, dependencies, responsibilities, acceptance criteria, and assumptions for such services shall be as stated in the applicable ordering document.

2.6 If Provider offers a trial, pilot, proof of concept, beta feature, or evaluation environment, such access is permitted only for the period and scope specified by Provider. Unless otherwise expressly stated in writing, trial and beta offerings are provided “as is,” without any service commitment, and Provider may suspend or terminate them at any time.

3. Accounts, Access, and Customer Responsibilities

3.1 Customer will provide accurate, current, and complete account and billing information and will promptly update such information as necessary to keep it accurate and complete.

3.2 Customer is responsible for: (a) designating and managing its administrators and Authorized Users; (b) maintaining the confidentiality and security of usernames, passwords, API keys, tokens, and other access credentials; (c) implementing appropriate internal access controls; and (d) promptly notifying Provider at info@harmonyats.org of any suspected or actual unauthorized access, account compromise, or security incident affecting the Service.

3.3 Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly disable access for any Authorized User who is no longer authorized to use the Service.

3.4 Customer is solely responsible for the accuracy, quality, legality, reliability, and means by which Customer acquires Customer Data, including providing all required notices, obtaining all required consents, and establishing an appropriate lawful basis for processing any personal data uploaded to or processed through the Service.

3.5 Customer will use the Service only in accordance with applicable laws, this Agreement, the Documentation, and the HarmonyATS Acceptable Use Policy, as each may be updated in accordance with this Agreement.

3.6 Customer represents and warrants that the individual accepting this Agreement or signing any Order Form on Customer's behalf has full legal authority to bind Customer to this Agreement.

4. Fees, Invoicing, Taxes, and Payment Terms

4.1 Customer will pay all fees specified in the applicable Order Form in the currency stated therein, without setoff, counterclaim, deduction, or withholding except to the extent required by applicable law.

4.2 Unless otherwise stated in the applicable Order Form: (a) subscription fees are billed in advance for the applicable subscription period; (b) implementation and other one-time fees are invoiced when ordered; and (c) undisputed invoices are due within 15 days from the invoice date.

4.3 If Customer provides a payment method for automatic billing, Customer authorizes Provider or its payment processor to charge that payment method for fees due under this Agreement in accordance with the applicable Order Form.

4.4 Fees are non-cancellable and, except as expressly stated in this Agreement, non-refundable. Without limiting the foregoing: (a) monthly or other periodic fees already paid are non-refundable; and (b) annual prepaid fees are non-refundable except where required by applicable law or where this Agreement expressly grants Customer a refund remedy for a serious Provider failure. Suspension or termination arising from Customer breach, misuse, violation of this Agreement or any acceptable-use restrictions, or non-payment does not create any right to a refund, credit, or pro rata reimbursement.

4.5 If Customer fails to pay any undisputed amount when due, Provider may, after giving Customer written notice and a reasonable opportunity to cure of not less than 10 days, charge interest on overdue amounts at the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law, and may suspend access to the Service until all past due amounts are paid in full.

4.6 Fees are exclusive of taxes, duties, levies, or similar governmental assessments, including sales, use, value-added, goods and services, withholding, or similar taxes, other than taxes based on Provider's net income, property, or employees. Customer is responsible for all such taxes associated with its purchases under this Agreement, except to the extent Customer provides a valid tax exemption certificate.

4.7 Unless otherwise stated in an Order Form, on renewal Provider may adjust fees by giving Customer at least 30 days' prior written notice before the start of the applicable renewal term.

5. Subscription Term and Renewals

5.1 This Agreement begins on the Effective Date and continues until all Order Forms or Subscription Terms have expired or been terminated in accordance with this Agreement.

5.2 Each Subscription Term will continue for the period set out in the applicable Order Form. Unless an Order Form states otherwise, each subscription will automatically renew for successive renewal terms equal to the expiring Subscription Term unless either party gives written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.

5.3 A party's election not to renew applies only to the applicable Order Form or subscription and does not relieve Customer of any obligation to pay fees accrued before the effective date of expiration or termination.

6. Suspension Rights

6.1 Provider may suspend Customer's or any Authorized User's access to all or part of the Service, with immediate effect where reasonably necessary, if Provider reasonably determines that: (a) Customer is in material breach of this Agreement; (b) Customer has failed to pay undisputed fees when due and the applicable cure period has expired; (c) suspension is necessary to prevent or mitigate a security risk, unlawful activity, fraud, abuse, or material harm to the Service, Provider, other customers, or third parties; (d) use of the Service by Customer or any Authorized User violates applicable law or the rights of a third party; or (e) a third-party service provider, hosting provider, or governmental authority requires suspension.

6.2 Provider will use commercially reasonable efforts to limit any suspension to the minimum scope and duration reasonably necessary and, where practicable, to provide notice and an opportunity to cure. Provider will restore access promptly after the underlying issue has been resolved to Provider's reasonable satisfaction.

6.3 Any suspension under this Section 6 does not waive Provider's right to terminate this Agreement or pursue any other remedies. No suspension arising from Customer's acts or omissions gives rise to any refund, credit, or other compensation.

7. Use Restrictions and Acceptable Use

7.1 Customer will not, and will not permit any third party to: (a) access or use the Service except as expressly permitted by this Agreement; (b) sell, resell, license, sublicense, distribute, rent, lease, timeshare, or otherwise make the Service available to any third party other than Authorized Users acting on Customer's behalf; (c) use the Service to provide outsourced recruiting services, service bureau services, or any similar third-party benefit except as expressly permitted in an Order Form; (d) copy, modify, adapt, translate, create derivative works of, or otherwise alter the Service except to the extent expressly permitted by applicable law notwithstanding a contractual restriction; (e) reverse engineer, decompile, disassemble, or seek to discover the source code, object code, underlying ideas, algorithms, or non-public APIs of the Service except to the limited extent such restriction is prohibited by applicable law; (f) bypass, disable, or interfere with security features or usage limits of the Service; (g) access the Service to build a competitive product or service, benchmark the Service for public comparative purposes, or copy any features, functions, or graphics of the Service; (h) use any

automated means, bots, spiders, scraping tools, or similar methods to access the Service except as expressly authorized by Provider; (i) upload, transmit, or otherwise process malicious code, unlawful content, infringing material, or content that violates the privacy or other rights of any person; or (j) use the Service in a manner that materially interferes with or disrupts the integrity or performance of the Service or related systems.

7.2 Customer remains solely responsible for all recruiting decisions, employment decisions, assessments, communications, and legal obligations relating to its applicants, candidates, employees, and personnel. Provider does not make hiring, employment, or compliance decisions for Customer.

7.3 Provider may publish or update reasonable operational, technical, or security rules for use of the Service, including the HarmonyATS Acceptable Use Policy, provided such rules do not materially diminish Customer's rights under this Agreement during a paid Subscription Term.

8. Customer Data, Service Data, and Data Processing

8.1 As between the parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Provider and its Subprocessors a non-exclusive, worldwide, limited right during the Subscription Term and any reasonable post-termination transition period to host, copy, transmit, display, process, modify (for formatting and technical purposes only), and otherwise use Customer Data solely as necessary to provide, secure, support, maintain, improve, and administer the Service, to prevent or address service, security, support, or technical issues, and to comply with applicable law.

8.2 Customer acknowledges and agrees that, with respect to personal data contained in Customer Data, Customer is the controller, business, or employer, as applicable, and Provider acts as Customer's processor or service provider solely for the purpose of delivering the Service in accordance with Customer's documented instructions as set out in this Agreement, the DPA, and the applicable Order Form.

8.3 Customer is solely responsible for determining whether the Service is appropriate for Customer's intended use and for Customer's compliance with all laws applicable to Customer Data and Customer's use of the Service, including employment, labor, anti-discrimination, recruitment, privacy, and data protection laws.

8.4 Provider may collect, generate, and use Service Data for lawful business purposes, including operating, monitoring, securing, supporting, maintaining, improving, analyzing, developing, and enforcing the Service and Provider's related products and services, creating analytics and benchmarks, and preventing fraud, abuse, and security threats, provided that Provider will not disclose Service Data to third parties in a manner that identifies Customer or any individual except as permitted by this Agreement, the DPA, or applicable law.

8.5 The parties will enter into and comply with the DPA where required by applicable data protection law. The DPA is incorporated into this Agreement by reference. If there is a conflict between this Agreement and the DPA with respect to processing of personal data, the DPA will control to the extent of that conflict.

8.6 Provider may engage, replace, or remove Subprocessors in connection with the Service in its discretion, and Customer authorizes such use of Subprocessors. Provider is not required to maintain or publish a separate public Subprocessors List. Provider may make information about categories or identities of Subprocessors available by reasonable means, including through contractual materials, account communications, support channels, or upon reasonable written request, subject to confidentiality, security, and third-party restrictions. Provider will remain responsible for its

Subprocessors' performance of the relevant processing obligations to the extent required by applicable law and the DPA.

9. Security

9.1 Provider will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or unauthorized access, taking into account the nature of the Service, the sensitivity of Customer Data, the state of the art, and the costs of implementation.

9.2 Provider may update its security measures from time to time, provided that such updates do not materially diminish the overall security of the Service during a paid Subscription Term.

9.3 Provider will notify Customer without undue delay after becoming aware of a confirmed security incident involving Customer Data processed by Provider on Customer's behalf, and will provide reasonably available information about the incident, its likely impact, and the remedial actions being taken, subject to legal, law-enforcement, and confidentiality constraints.

9.4 Except as expressly stated in this Agreement, the DPA, or an applicable Order Form, Provider does not make any commitment regarding specific security certifications, third-party audits, uptime levels, service credits, or data residency locations.

10. Confidentiality

10.1 "Confidential Information" means any non-public information disclosed by or on behalf of one party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business plans, pricing, product roadmaps, security information, Customer Data, Documentation, and the terms of this Agreement. Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known to the Receiving Party without restriction before disclosure; (c) is lawfully received from a third party without breach of any duty; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

10.2 The Receiving Party will: (a) use the Disclosing Party's Confidential Information only to exercise its rights or perform its obligations under this Agreement; (b) protect the Confidential Information using at least the same degree of care it uses for its own similar confidential information, and in no event less than reasonable care; and (c) disclose Confidential Information only to its and its Affiliates' employees, contractors, professional advisers, and Subprocessors who have a need to know and are bound by confidentiality obligations no less protective than those set out herein.

10.3 The Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, court order, or governmental request, provided that, to the extent legally permitted, it gives the Disclosing Party prompt notice and reasonable cooperation to seek confidential treatment or other appropriate protection.

10.4 Upon written request after termination or expiration of this Agreement, each party will promptly return or destroy the other party's Confidential Information in its possession or control, except to the extent retention is required by applicable law, internal record-retention policies, backup systems, or to enforce this Agreement.

11. Intellectual Property Rights

11.1 Provider and its licensors retain all right, title, and interest, including all intellectual property rights, in and to the Service, Documentation, Service Data, and all improvements, enhancements, modifications, derivative works, and related technology, excluding Customer Data and any Customer trademarks or branding.

11.2 No ownership rights are transferred to Customer under this Agreement. Customer receives only the limited subscription rights expressly granted in this Agreement.

11.3 Customer retains all right, title, and interest in and to Customer's trademarks, logos, and other materials provided by Customer. Customer grants Provider a limited, non-exclusive right to use Customer's name and logos solely as needed to provide the Service and to identify Customer as a customer of the Service in Provider's factual customer lists, investor materials, and marketing materials, subject to any reasonable trademark usage guidelines that Customer provides to Provider in writing.

11.4 If Customer provides suggestions, enhancement requests, recommendations, or other feedback about the Service, Provider may use and exploit such feedback without restriction or obligation, provided that Provider does not identify Customer as the source of the feedback without Customer's consent.

12. Warranties and Disclaimers

12.1 Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement; and (b) it will comply with laws applicable to its performance under this Agreement.

12.2 Provider warrants that during the applicable Subscription Term the Service will perform in all material respects in accordance with the Documentation under normal authorized use. Customer's exclusive remedies, and Provider's sole obligation, for breach of this warranty are for Provider to use commercially reasonable efforts to correct the non-conformity, provide a reasonable workaround, or, if Provider determines neither is commercially reasonable, terminate the affected Order Form and refund any prepaid subscription fees covering the period after the effective date of termination for the materially non-conforming affected Service. This refund remedy applies only to a serious Provider failure that materially deprives Customer of the intended benefit of the affected Service and only if Customer gives Provider prompt written notice with reasonable details and a reasonable opportunity to cure.

12.3 The warranty in Section 12.2 does not apply to any issue resulting from: (a) Customer's or a third party's misuse of the Service; (b) Customer Data; (c) modifications not made by Provider; (d) third-party products or services not provided by Provider; (e) use of the Service contrary to the Documentation or this Agreement; or (f) trial, beta, pilot, proof-of-concept, or no-charge offerings, unless expressly stated otherwise in writing.

12.4 Except as expressly provided in this Agreement, the Service, Documentation, and all related services are provided "as is" and "as available." Provider disclaims all other warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted availability, error-free operation, or that the Service will meet Customer's requirements.

12.5 Customer acknowledges that the Service is a tool to support recruiting workflows and that Customer remains solely responsible for its recruiting, hiring, employment, legal, and compliance decisions. Provider does not provide legal advice, employment advice, or regulatory compliance advice.

13. Indemnification

13.1 Provider Indemnity. Provider will defend Customer against any third-party claim brought against Customer alleging that the Service, when used by Customer in accordance with this Agreement, directly infringes or misappropriates that third party's patent, copyright, trademark, or trade secret rights, and Provider will indemnify Customer against final court-awarded damages, approved settlements, and reasonable external legal fees actually incurred in connection with such claim.

13.2 Provider will have no obligation under Section 13.1 to the extent the claim arises from: (a) Customer Data; (b) modifications to the Service not made by Provider; (c) use of the Service in combination with software, data, hardware, or processes not supplied by Provider, where the claim would not have arisen but for such combination; (d) use of the Service after Provider has notified Customer to stop using the allegedly infringing portion; or (e) use of the Service in breach of this Agreement or the Documentation.

13.3 If the Service becomes, or in Provider's reasonable opinion is likely to become, subject to a claim described in Section 13.1, Provider may at its option and expense: (a) procure for Customer the right to continue using the affected Service; (b) modify or replace the affected Service so that it becomes non-infringing without materially reducing its core functionality; or (c) terminate the affected Order Form and refund any prepaid subscription fees covering the period after the effective date of termination for the affected Service. This Section 13 states Provider's sole and exclusive liability, and Customer's sole and exclusive remedy, for any intellectual property infringement or misappropriation claims relating to the Service.

13.4 Customer Indemnity. Customer will defend Provider and its Affiliates, officers, directors, employees, and subcontractors against any third-party claim arising from: (a) Customer Data; (b) Customer's or any Authorized User's use of the Service in breach of this Agreement or applicable law; (c) Customer's recruiting, hiring, employment, screening, or related business decisions or practices; or (d) Customer's infringement or misappropriation of a third party's rights, and Customer will indemnify them against final court-awarded damages, approved settlements, and reasonable external legal fees actually incurred in connection with such claim.

13.5 The indemnified party must: (a) promptly give written notice of the claim to the indemnifying party, provided that delay will not relieve the indemnifying party except to the extent materially prejudiced; (b) give the indemnifying party sole control of the defense and settlement, except that the indemnifying party may not settle a claim in a manner that admits fault of or imposes non-monetary obligations on the indemnified party without that party's prior written consent, not to be unreasonably withheld, conditioned, or delayed; and (c) provide reasonable cooperation at the indemnifying party's expense.

14. Limitation of Liability

14.1 Nothing in this Agreement excludes or limits either party's liability for: (a) death or personal injury caused by negligence to the extent such liability cannot be excluded under applicable law; (b) fraud or fraudulent misrepresentation; (c) Customer's payment obligations; (d) Customer's breach of Section 7 (Use Restrictions and Acceptable Use); (e) either party's breach of Section 10 (Confidentiality); (f) either party's indemnification obligations under Section 13; or (g) any liability that cannot be limited or excluded under applicable law.

14.2 Subject to Section 14.1, neither party will be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, goodwill, business opportunity, anticipated savings, or data, even if advised of the possibility of such damages and regardless of the theory of liability.

14.3 Subject to Section 14.1, each party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid or payable by Customer to Provider under this Agreement for the Service giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to the first claim. If the claim arises during the first twelve (12) months of the Subscription Term, the cap will be the fees paid or payable for that initial twelve-month period.

14.4 The parties agree that the fees and pricing reflect the allocation of risk set out in this Agreement, that the limitations in this Section 14 are an essential basis of the bargain, and that the limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

15. Termination

15.1 Either party may terminate this Agreement or an affected Order Form for material breach by the other party if the breach remains uncured for thirty (30) days after written notice describing the breach in reasonable detail, except that a payment breach may be cured within the shorter period stated in Section 4.5.

15.2 Provider may terminate this Agreement or any Order Form immediately upon written notice if: (a) Customer materially breaches Section 7; (b) Customer repeatedly violates this Agreement in a manner that demonstrates unwillingness or inability to comply; (c) Customer becomes subject to bankruptcy, insolvency, liquidation, or similar proceedings that are not dismissed within 60 days; or (d) continued provision of the Service would, in Provider's reasonable judgment, violate applicable law or create a material security, fraud, sanctions, reputational, operational, or abuse risk.

15.3 Customer may terminate an affected Order Form if Provider materially fails to provide the Service in accordance with Section 12.2 and does not cure within a reasonable period after notice, in which case Customer will be entitled only to the remedy stated in Section 12.2.

15.4 Termination or expiration of this Agreement does not relieve Customer of any obligation to pay fees accrued before the effective date of termination or expiration. Except as expressly provided in Section 12.2 or Section 13.3, no fees are refundable upon termination or expiration.

16. Effects of Termination; Data Export and Deletion

16.1 Upon expiration or termination of the applicable Subscription Term, Customer's rights to access and use the affected Service will cease, except that Provider may allow a limited read-only or administrative access period solely for data export, subject to Customer's full payment of all amounts due and compliance with this Agreement.

16.2 Subject to the DPA and applicable law, for a period of up to 30 days after the effective date of expiration or termination, Customer may request export of Customer Data using the Service's standard export functionality or, if agreed in writing, through reasonable transition assistance at Provider's then-current rates.

16.3 After the applicable post-termination retrieval period, Provider may delete or render inaccessible Customer Data in accordance with its standard deletion processes and retention schedules, except to the extent retention is required by applicable law, backup recovery systems, or the DPA. Provider is not obligated to maintain Customer Data beyond the retrieval period except as required by law or the DPA.

16.4 Sections that by their nature should survive expiration or termination, including Sections 4, 7, 8.4, 10, 11, 12.4, 13, 14, 16, and 17 through 22, will survive.

17. Changes to the Service and Changes to this Agreement

17.1 Provider may make changes to the Service, including changes required to reflect updates in law, regulation, technology, infrastructure, third-party dependencies, product development, operational needs, or security requirements. Provider will use commercially reasonable efforts to provide advance notice of material changes when practicable, but has no obligation to continue any feature, integration, or functionality dependent on a third-party provider or component that is changed, restricted, or discontinued by the relevant third party.

17.2 Provider may amend this Agreement from time to time. If Provider makes a material change, Provider will provide notice by email, through the Service, or by other reasonable means. The updated Agreement will become effective on the date stated in the notice. If Customer has an active Subscription Term and reasonably objects to a material change that materially and adversely affects Customer's rights or obligations, Customer may give written notice of objection within 30 days after the change notice, and the parties will work in good faith to resolve the issue. If the parties cannot resolve the issue, Customer may elect not to renew the affected subscription at the end of the then-current Subscription Term. Continued use of the Service after the effective date of a non-material change, or after the stated effective date of a material change where Customer does not timely object, constitutes acceptance of the revised Agreement.

17.3 No amendment to an Order Form is effective unless made in writing by authorized representatives of both parties, except for fee changes implemented on renewal in accordance with Section 4.7.

18. Notices

18.1 All legal notices under this Agreement must be in writing and sent by email to info@harmonyats.org for Provider and to the notice email or other contact details stated in the applicable Order Form for Customer, or to any updated address a party designates by notice under this Section.

18.2 A notice is deemed given: (a) when sent by email, on the date of transmission if no delivery failure notice is received and the notice is sent during the recipient's normal business hours, otherwise on the next business day; or (b) if sent by courier or registered mail, on confirmed delivery.

18.3 Operational notices, invoicing notices, product announcements, and routine account communications may be provided through the Service or by email to Customer's administrators and are effective when sent.

19. Force Majeure

19.1 Neither party will be liable for any delay or failure to perform its obligations under this Agreement, other than payment obligations, to the extent caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labor disputes, pandemic events, utility or internet failures, governmental actions, or failures of third-party hosting or network providers not reasonably avoidable by the affected party.

19.2 The affected party will use commercially reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as reasonably practicable.

20. Assignment

20.1 Customer may not assign or transfer this Agreement, in whole or in part, whether by operation of law or otherwise, without Provider's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Provider may assign or transfer this Agreement, in whole or in part, without Customer's consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, financing, outsourcing arrangement, or sale of all or substantially all of its business or assets to which this Agreement relates, provided that the assignee agrees in writing to be bound by this Agreement.

20.2 Any purported assignment in violation of this Section 20 is void. This Agreement will bind and benefit the parties and their permitted successors and assigns.

21. Governing Law and Jurisdiction

21.1 This Agreement and any non-contractual disputes arising out of or in connection with it will be governed by the laws of the Kyrgyz Republic, excluding its conflict-of-laws rules.

21.2 The courts located in Bishkek, Kyrgyz Republic, will have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, except that Provider may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, Confidential Information, or security interests.

22. General

22.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

22.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous proposals, negotiations, representations, understandings, and agreements relating to that subject matter. In the event of conflict, the order of precedence is: (a) the Order Form; (b) the DPA with respect to processing of personal data; (c) these Customer Terms of Service; (d) the HarmonyATS Acceptable Use Policy with respect to acceptable use and misuse; and (e) the Documentation.

22.3 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect, and the invalid provision will be enforced to the maximum extent permitted by law and replaced, if necessary, by an enforceable provision that most closely reflects the parties' original intent.

22.4 Waiver. A failure or delay by either party to exercise any right under this Agreement is not a waiver of that right. Any waiver must be in writing and signed by the waiving party.

22.5 Third-Party Beneficiaries. Except as expressly stated in this Agreement, there are no third-party beneficiaries to this Agreement.

22.6 Counterparts and Electronic Acceptance. This Agreement and any Order Form may be executed by electronic signature, click-through acceptance, or other electronic means, each of which will be deemed an original and together will constitute one instrument.

Acknowledgement

By executing an Order Form, accepting these Terms electronically, or accessing or using the Service, Customer agrees to this Agreement.