
General Terms & Conditions

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1. Background

- 1.1 Personio SE & Co. KG ("**Personio**") offers a web-based HR software-as-a-service (SaaS) ("Software") for small and medium-sized companies and associated services ("**Services**").
- 1.2 These general terms and conditions ("**GTC**") and the Order Form ("**Order Form**") (together "**Agreement**") govern the subscription for the Software and the provision of Services to the customer. Services may be subject to specific supplemental terms that apply to the customer's subscription and those supplemental terms form part of the Agreement.
- 1.3 Deviating terms and conditions of the customer do not apply to the Agreement, unless Personio expressly agrees to their application in writing.
- 1.4 The precedence of the terms will apply as follows: a) Order Form or similar document; b) supplemental terms; c) data processing agreement/Data Processing Addendum; and d) GTC.

2. Conclusion of Contract, Trial

- 2.1 Subscription of the Software requires the creation of a customer account ("**Account**"). For the creation of the account, the required information and a password must be created by a user. Notification will be sent to a user to the indicated e-mail address with the login details for the

Account set up.

Upon Account activation, Personio grants the customer a free right to use the Software for a period of 14 days for trial purposes ("**Trial**"). The customer is only entitled to one Trial. Personio may extend the Trial at its sole discretion. After the expiration of the Trial, the customer's Account will be blocked.

- 2.2 After expiration of the Trial according to section 2.1 the customer may conclude a fee-based Agreement with Personio for the Software and / or Services. The customer can choose between the Software plans and corresponding additional apps for a predefined maximum number of users.
- 2.3 Fee-based Agreements may be concluded by the customer by (a) choosing the Software and Services and adding the required contract information in their Account with Personio's confirmation, or (b) requesting a respective Order Form in writing (including email) from Personio and the customer accepting the same.

3. Scope of Software and Services

- 3.1 Personio shall provide the Software and Services during the subscription term of the Agreement ("**Subscription Term**"). The scope of functionalities for the Software and the description of Services shall be made available to the customer on the Personio website or otherwise ("**Service Description**").
- 3.2 Software components without a user- or usage-based limitation (e.g. E-signature or AI Features) may be subject to acceptable use meaning that the Software shall be used as agreed in the offer and predominantly for HR purposes, to ensure that the reliability, availability, security and performance of the system are not impaired.
- 3.3 The Software may include functionalities that use artificial intelligence to generate, suggest, summarize or analyse content or data on the customer's behalf ("**AI Features**"). Personio does not use the customer data stored in the Software to train AI models.
- 3.4 The Software facilitates data exchange with certain systems of third parties ("**Third-Party Systems**") via interfaces ("**Integrations**"). The Personio website provides an overview and description of all available Integrations ("**Marketplace**"), whose availability to the customer may depend on the Software plan and additional apps. Personio reserves the right to make changes to the Integrations, especially in cases where these are modified or discontinued by the Third-Party System provider. Any Integrations not designated as those of Personio ("**Personio Integrations**") are integrations that are provided by and under the sole

responsibility of third parties ("**Partner Integrations**"). The scope of service and the steps required for setup arise from the Marketplace and, in the case of Partner Integrations, primarily from the description provided on the website of the Third-Party System provider. Integrations may only be used for the intended exchange of data with the explicitly designated Third-Party System. Partner Integrations do not constitute Personio Services. The scope of service, prices, term, and any other terms of use for the provision of Partner Integrations, including support, are based on the contractual provisions between the customer and the Third-Party System provider. Personio assumes no liability or warranty for Partner Integrations. In order to use an Integration, the customer must be entitled to use the Third-Party System to be connected. Within the contractual relationship between Personio and the customer, the customer bears sole responsibility for the operation of the Third-Party System and any Partner Integration(s), including its availability.

- 3.5 The customer can switch between the offered plans of the Software and change the maximum number of users that can be administered by a plan. Personio shall invoice any additional amounts without undue delay or as agreed between the parties. Any upgrades will take effect from the date the customer makes or confirms such adjustment. For downgrades and removing any apps the notice periods pursuant to sections 7.2 and 7.3 shall apply accordingly. For the avoidance of doubt, the customer is not entitled to a (pro rata) refund.
- 3.6 Without limiting other rights or remedies, Personio may temporarily suspend (without liability) the customer's access to any portion of the Software and Services, if (a) Personio reasonably determines that (i) there is a threat or attack on the Software or other event that may create a risk to the Software, the customer or any other third party; (ii) the customer's use of the Software disrupts or poses a security risk to the Software or any other third party; or (b) Personio has notified the customer that any amount owed by the customer under the Agreement is thirty (30) or more days overdue, and the customer has failed to submit payment in full within five (5) days of receipt of such notice (collectively, "Suspensions"). Personio shall provide notice in advance (where reasonably possible) of any Suspension and provide updates regarding resumption of Software or Services following any Suspension.

4. Availability

- 4.1 Personio provides the Software with an availability of 99.5% on an annual average. Times in which the server cannot be reached due to other technical problems beyond the control of Personio (e.g. force majeure) are excluded. Also excluded is planned maintenance work (e.g. updates to the Software) which takes place outside of Monday to Friday between 9:00 am and

6:00 pm BST/CEST/CET ("**Normal Business Hours**").

- 4.2 In case of error reports received outside the support hours, the troubleshooting begins on the following working day. Delays of the troubleshooting that the customer is responsible for (e.g. due to unavailability of a contact person on the customer side or belated notification of the disruption), are not credited towards the troubleshooting time.
- 4.3 Personio maintains processes for the identification, assessment, and remediation of security vulnerabilities in the Software. Security-critical fixes (including patches for interfaces and integrations) are prioritized and deployed according to the severity level and the state of the art. Personio will use reasonable efforts to remedy such security defects within a reasonable period of time. Maintenance interruptions that serve to remediate security vulnerabilities shall not be counted against the SLA availability under section 4.1.

5. Customer responsibilities

- 5.1 The following responsibilities are major obligations of the customer and are not only to be classified as secondary obligations or duties.
- 5.2 The customer is solely responsible for evaluating the Software and for ensuring that the Software's functionalities are suitable and fit for the customer's own intended purposes and requirements before concluding a fee-based Agreement for the use of the Software.
- 5.3 The customer ensures that the signing person is authorized to enter into legal transactions on behalf of the customer and to sign documents with legally binding effect. In addition, the customer shall provide at least one qualified contact person together with a deputy, who is entitled to make all necessary decisions, that are required for the contractually agreed provision of Software and Services (commercial, administrative, security, invoicing, etc.) or to bring about such decisions without undue delay. The customer shall inform Personio about any changes of the contact person (including deputy) without undue delay.
- 5.4 To the extent that the customer uses AI Features within the Software, the customer shall be obliged to review and validate the results generated by these features on its own responsibility prior to their use. AI-generated outputs do not replace expert advice and do not establish any decision-making responsibility on the part of Personio.
- 5.5 The customer is solely responsible for the content and data processed within the Software. The customer shall use the Software only in accordance with the Agreement and within the framework of the applicable statutory provisions and not to infringe any rights of third parties during use. The customer will inform Personio without undue delay in writing (including email) about: (i) the misuse or suspicion of misuse of the Software and Services; (ii) a risk or

suspicion of a risk for the compliance of data protection or data security which occurs within the scope of the provision of the Software and Services; (iii) a risk or suspicion of a risk for the service provided by Personio, e.g. due to loss of access data or hacker attack.

- 5.6 The customer is responsible for providing an internet connection with adequate bandwidth and latency, for using the latest version of a common, supported browser, and for permitting the functional cookies required for the Software; Personio is not liable for restrictions resulting from non-permitted cookies. The customer shall apply state-of-the-art IT security measures within its own organisation, ensure that its users do not share login data and prohibit the use of shared accounts (e.g. hr@customer.com).
- 5.7 The customer is responsible for the professional setup and administration of the Account. This applies regardless of whether Personio supports the customer setting up the account in any form. This includes: (i) the professional setup of the Account, in particular the migration of data, configuration of processes and products; (ii) the technical setup of Integrations in the Account and in the Third-Party System, such as determining whether certain data fields should be transferred or how customer-specific values from multiple-selection fields are to be assigned; (iii) verification of the correct functioning of the Integration on the basis of test cases (e.g. concerning the text length of open text fields) before productive use; (iv) the technical integration of interfaces on the customer side in accordance with the specification of incoming and outgoing data, including API key input and the activation of interfaces in the Third-Party System; (v) the administration of the account, in particular the creation of users and roles and the assignment of access.

6. Grant of Rights

- 6.1 Personio grants the customer a worldwide, non-exclusive, non-transferable and terminable licence to access and use for the subscribed for Software for the duration of the Agreement. The customer grants to Personio a worldwide, non-exclusive, non-transferable, terminable and royalty-free licence to use customer content for the sole purpose of providing the Software and Services for the duration of the Agreement.
- 6.2 The rights under section 6.1 shall be applicable to any customer group or affiliate entity to the extent such entity is covered under the relevant plan of the Software or Services.
- 6.3 Personio may process non-personal or anonymous data to develop and improve functionality and the customers' experience with the Software. For this purpose Personio may anonymise data stored in the Software. The customer agrees that Personio owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development,

diagnostic, corrective, security as well as marketing or any other purposes.

- 6.4 The customer must not, and must ensure that users do not:
 - 6.4.1 Resell the Software or make it available (or any part of it) to any unauthorised third party;
 - 6.4.2 Use the Software to transmit, download or access any information which is unlawful, harassing or offence;
 - 6.4.3 Access all or part of the Software in order to build a product or service which competes with Personio, or permit the Software to be combined with an unauthorised program without the consent of Personio; or
 - 6.4.4 Create derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive in whole or in part the source code of, or any internal file generated by, any software which forms part of the Software.
- 6.5 Where a claim is brought by a third party against a party ("**Non-infringing Party**") alleging the infringement by the other party (the "**Infringing Party**") of its copyright, design or trademark intellectual property rights, the Infringing Party will defend at its expense and pay any settlement and any damages, costs and reasonable legal fees finally awarded against the Non-infringing Party arising out of such claim provided that the Non-infringing Party:
 - 6.5.1 Was acting in full accordance of the terms of the Agreement and the infringement is not caused by a third party;
 - 6.5.2 Gave notice to the Infringing Party of the claim promptly upon becoming aware of the same; and
 - 6.5.3 Gave the Infringing Party the sole conduct of the defence of the claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claims except upon express instructions of the Infringing Party; and
 - 6.5.4 At the Infringing Party's cost, acts in accordance with the reasonable instructions of the Infringing Party and gives to the Infringing Party such assistance as it shall reasonably require in respect of the conduct of the defence.
- 6.6 In the event of any infringement claim under section 6.5 or awareness of a likely infringement, Personio shall at its option:
 - 6.6.1 Procure for the customer the right to continue using the rights granted under the Agreement; or
 - 6.6.2 Replace or modify the rights granted under the Agreement to make the customer's use non-infringing without detrimentally affecting the functionality or performance of the Software or Services; or

- 6.6.3 Where it is not possible using all commercially reasonable endeavours to comply with section 6.6.1 or 6.6.2 terminate the Agreement and refund any pre-paid fees on a prorated basis for any unused period due to such infringement claim.

7. Term and Termination

- 7.1 The customer can choose a monthly or a yearly subscription Agreement. For Services, the term of the Software applies unless specifically stated otherwise.
- 7.2 In case of Agreements with a monthly subscription, an initial term of one month shall apply. After the expiry of the initial term, the Agreement shall automatically renew on a monthly basis until either party terminates the Agreement with a notice not later than 15 days' prior to the renewal date.
- 7.3 In case of Agreements with an annual subscription, an initial term of at least one year shall apply or as stated otherwise in the Order Form. After the expiry of the initial term, the Agreement shall automatically renew on a yearly basis, until either party terminates the Agreement with notice not later than 90 days' prior to the renewal date ("**Renewal**").
- 7.4 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement immediately without liability to the other if:
- 7.4.1 The other party is in material breach of any of its obligations under the Agreement, and such breach is either not capable of remedy or if such breach is capable of remedy, the party fails to remedy that breach within fourteen (14) days of being notified of such; or
- 7.4.2 The other party experiences an insolvency event.
- 7.5 Notice of termination must be given in writing (including email).

8. Payment Term

- 8.1 The customer agrees to pay the fees for the Software and any applicable Services in accordance with the related Order form and authorizes Personio to collect payment by direct debit or as otherwise stated in the Order form. Personio sends electronic invoices.
- 8.2 The billing period begins on the commencement date of the Agreement.
- 8.3 The customer acknowledges, and agrees, that a minimum user number commitment, established in the Order form, applies for the Subscription Term ("**User Commitment**"). If users are added between billing periods they are charged pro rata at the rate stated in the Order form. For annual paying customers, an invoice will be issued at the end of the calendar month. For monthly paying customers, an invoice will be issued at the next monthly billing date.

- 8.4 All amounts and fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, "**Taxes**"). The customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Personio's net income.
- 8.5 Usage-based fees, including overage for AI Features and any other usage-based features, are billed monthly in arrears, in the month following the use. As these fees are invoiced in the following month, usage incurred up to the end of the Agreement may be invoiced after the Agreement has ended and the customer's obligation to pay for such use survives termination of the Agreement.

9. Warranty, Claims and Obligations in Case of Defects

- 9.1 Each party warrants that it has the necessary rights, power and authority to enter into and perform its obligations under the Agreement, and, in the case of the customer, to receive the Software and Services provided to it and its users.
- 9.2 Personio warrants that the Software and Services (outside of the Trial) will be performed in accordance with the Service Description (where utilised in accordance with the Agreement) and will be provided with reasonable care and skill.
- 9.3 Any defects or disruptions of the system availability shall be reported by the customer together with the details of the circumstances of their occurrence without undue delay after it has become known. In case of occurring Software disruptions the customer will support Personio to a reasonable extent in the identification and correction of errors.
- 9.4 Personio shall remedy the defect within a reasonable period of time. In case of reports and disruptions of the system availability which lead to a total failure of the Software and which are received within the support hours (as published by Personio), Personio will attempt to ensure a reaction time of four hours from the beginning of the disruption. In case of minor errors that do not lead to a total failure of the Software and that occur during ongoing operation, Personio will attempt to respond no later than one working day after receipt of the error message.
- 9.5 Personio shall be entitled to show temporary workarounds and to eliminate the actual cause later by making adjustments to the Software, provided that this is reasonable for the customer.
- 9.6 Except as expressly and specifically provided in the Agreement all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law or by usage or course of dealing are, to the fullest extent permitted by applicable law, excluded from the Agreement.

10. Limitation of Liability

10.1 Nothing in the Agreement excludes or seeks to limit the liability of Personio:

10.1.1 For death or personal injury caused by negligence;

10.1.2 For fraud or fraudulent misrepresentation;

10.1.3 For any other type of loss or damage which it is not permissible to limit or exclude by law.

10.2 Personio shall have no liability to the customer in respect of the Trial.

10.3 Subject to section 10.1, Personio will not be liable, whether in contract, misrepresentation, tort (including negligence), or otherwise for:

10.3.1 Any loss of profit, loss of business, loss of opportunity, loss of or depletion of goodwill, or loss or corruption of data or information - in each case whether such loss is direct or indirect; or

10.3.2 Any form of indirect or consequential loss or third party claims; and

10.3.3 Personio's total aggregate liability in respect of any claim or loss arising under the Agreement shall be limited to the total fees paid to Personio in the 12 calendar months immediately preceding the date on which the claim arose.

10.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

11. Data Protection, Confidentiality and Trade Compliance

11.1 Personio acts as processor for the customer data stored and processed in the Software, and the customer is the controller of that data. The controller-processor agreement on the Personio website (www.personio.com/terms/) (the "**Data Processing Addendum**") is agreed, forms an integral part of the Agreement and prevails over these GTC in case of conflict.

11.2 "**Confidential Information**" means any information, written or oral, that is confidential by its nature or that the receiving party should reasonably recognise as confidential from the circumstances, including product descriptions, specifications and prices.

11.3 Each party will keep the other's Confidential Information confidential, use it only for the purposes of the Agreement, protect it with at least the same care as its own and in any event with reasonable care, ensure its people and subcontractors do the same, and promptly notify the other party in text form of any misuse. Neither party will obtain Confidential Information through reverse engineering, i.e. any action carried out to obtain it, including observing, testing, examining or reassembling.

- 11.4 The obligations in clause 11.3 do not apply to information that was already known without a confidentiality obligation, is received from a third party not bound by such an obligation, is or becomes public through no breach of the Agreement, was independently developed without using Confidential Information, is approved for release in text form, or must be disclosed under a binding court or authority order. Where disclosure is required by such an order, the affected party will, where legally permitted, be informed in good time to seek legal protection. These obligations apply until the information ceases to be confidential or five years after termination of the Agreement, whichever is earlier.
- 11.5 Each party complies, and will continue to comply with applicable export control and sanctions laws when providing and using the Software and Services. In particular, the customer will not make the Service available to any person or entity that (a) is located in a country subject to an embargo; (b) is listed on any government list of prohibited or restricted parties, or is 50% or more owned by one or more such parties; or (c) is engaged in activities directly or indirectly related to terrorism. The customer will notify Personio without undue delay of any actual or likely breach of this clause, and Personio may suspend the Software and Services and, if the breach is not remedied within a reasonable period following suspension, terminate the Agreement for cause.

12. Amendments

- 12.1 Personio has the right to change these GTC at any time or to amend regulations for the use of any newly introduced additional services or features of the Software or Services. Changes and amendments to these GTC shall be announced to the customer by email to the indicated email address not later than four weeks before the scheduled changes come into force. The customer's consent to the change of the GTC will be deemed granted if the customer does not object to the amendment in writing (including email) within a period of two weeks, beginning with the day following the day of the announcement of the amendment. Any announcement shall indicate the relevant amendment, the possibility of objection, the deadline for an objection, the written notice requirement and the outcome of an objection.
- 12.2 Personio reserves the right to modify the Software and/or Services to offer deviating functionalities, unless changes or deviations are not reasonable for the customer. If significant change of the Software supported workflow of the customer and/or limitations in usability of so far generated data go along with the provision of a modified version of the Software or a change of functionality of the Software, Personio will announce this to the customer in writing (including email) at the latest four weeks before the effective date of such a change. If the

customer does not object to the change in writing (including email) within a period of two weeks upon receipt of the notification of change, the change shall become part of the contract. Any announcement shall indicate the relevant amendment, the possibility of objection, the deadline for an objection, the written notice requirement and the outcome of an objection.

- 12.3 Personio further reserves the right to modify the Software and/or Services to offer deviating functionalities, (i) to the extent necessary to make the services offered by Personio compliant to the (case) law applicable to such services, in particular if the legal situation changes; (ii) to the extent Personio complies with a court order or authority decision addressed to Personio; (iii) to the extent necessary to eliminate security vulnerabilities of the software; (iv) due to significant changes in the services or contractual conditions of third-party providers or subcontracting companies, or (v) to the extent that this is predominantly beneficial for the customer. Personio especially reserves the right to restrict or discontinue the provision of additional functionalities or Integrations if the technical partners for these additional functionalities or the providers of the Third-Party Integrations significantly change or limit their services or terms of service and Personio can therefore no longer reasonably be expected to continue providing the above, such as if the additional expense due to Personio's involvement would be economically unreasonable. For the case of annual calculation, the customer will receive an appropriate pro rata reimbursement of fees paid in advance, provided that the additional functionality or Integration was invoiced separately.
- 12.4 Upon Renewal of the Subscription Term, Personio may increase the fees payable by the customer by up to five percent (5%) compared to the fees payable during the immediately preceding Subscription Term. Should the customer reduce the scope of Services or the number of users upon Renewal all subscription fees shall be as outlined in the applicable Order Form. In no event will the fees payable exceed list price.
- 12.5 If the customer objects to a change within the meaning of this section 12 in accordance with the relevant notification requirements, the proposed change will not be effective and the Agreement shall continue under the existing terms. In this case Personio reserves the right to terminate the Agreement extraordinarily on one month's notice.
- 12.6 Except as set out in sections 12.1 to 12.4, any variation to the Agreement shall be agreed by the parties in writing (including email).

13. Final Provisions

- 13.1 Amendments to the Agreement shall be made in writing (inclusive email).

- 13.2 Personio may assign its rights or obligations under the Agreement. The customer may assign its rights under the Agreement only with Personio's prior written consent.
- 13.3 No party who is not a party under the Agreement may enforce any rights under it.
- 13.4 A failure or delay by a party in exercising a right or power (in part or in whole) under the Agreement shall not be construed as a waiver of rights and remedies, nor shall it preclude any further exercise of that right or power.
- 13.5 The Agreement (as it may be varied in accordance with the GTC) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.6 Personio will not be liable to the customer for any failure to perform or for any delay in performance under the Agreement to the extent such non-performance or delay is caused by any circumstance beyond the reasonable control of Personio.
- 13.7 The Agreement and any claim or dispute arising out of or in connection with it shall be governed by the laws of England and each party submits to the non-exclusive jurisdiction of the courts of England.

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