
Professional Service Terms for supporting services

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1. Scope / Conclusion of Contract

- 1.1 These Professional Service Terms ("**PST**") apply to the provision of supporting services by Personio ("**Personio**") towards the customer ("**Customer**") in connection with the web-based HR software-as-a-service (SaaS) of Personio ("**Software**"). Supporting services shall include, but not limited to consulting and training services, support in configuration and setup services, splitting or merging of Customer accounts in the Software, data migration services or any task expressly agreed between Personio and the Customer in writing (including e-mail) ("**Professional Services**"). Subject to the PST, Personio shall provide the Customer with Professional Services as set forth in the Agreement between the Customer and Personio for the Software or any individual agreements made between Personio and the Customer for Professional Services ("**Orders**"). These PST shall incorporate by reference specific sections of the Agreement between the Customer and Personio for the Software ("**Applicable GTC**"). In the event of a contradiction, these PST shall take precedence over the Applicable GTC referenced sections for the provision of Professional Services.
- 1.2 Deviating terms and conditions of the Customer shall not apply to Professional Services unless Personio expressly agrees to their application in writing.
- 1.3 The contract for Professional Services between Personio and the Customer is concluded by both parties signing or otherwise agreeing on an Order (e.g. by email or phone).

2. Professional Services

- 2.1 The Professional Services to be provided by Personio are defined in the Orders and supplementary service descriptions referred to in the Order. Services other than those expressly described in an Order are not owed.

- 2.2 Unless expressly agreed otherwise in writing, scheduling commitments and cost estimates are to be understood as non-binding deadlines and estimates.
- 2.3 Descriptions of services are only to be regarded as details of the nature of the service. In case of doubt, the service descriptions are not considered as a guarantee. Guarantees by the Personio shall only be made in writing and, in case of doubt, shall only be interpreted as such if they are designated as a "guarantee".
- 2.4 Where Personio refers to legal requirements (e.g. tax aspects, consent requirements, data protection requirements) or provides legally relevant texts or content (e.g. role and authorisation concepts) these are information purposes only. Personio does not owe any legal advice and in this respect does not warrant the legal conformity of the mentioned services, especially but not limited to the requirements of tax law, labour law or data protection law. The Customer has to specify and check the legal conformity of these services themselves or through legally competent third parties.

3. Customer's Duties and Obligations

- 3.1 Personio depends on the cooperation of the Customer for a successful and timely performance of the Professional Services to be provided by Personio. The Customer therefore undertakes to provide all information, documents and content required for a proper performance of the Professional Services in a timely and complete manner (e.g. data to be imported). The Customer is also obliged to point out, unprompted, circumstances which may be of importance for the performance of the Professional Services by Personio.
- 3.2 In the event of data migration, the Customer is obliged to make a backup copy of their data prior to carrying out the data migration.
- 3.3 Where applicable, the Customer shall ensure the (ongoing) correctness of the content and data provided by them. Personio is not responsible for updating the data entered by the Customer.
- 3.4 In the event of any defects or other malfunctions, the Customer is obliged to report them immediately to Personio and to provide the information necessary to rectify the defect. Necessary information includes the date and time of the defect and a detailed description of the defect, for example how it appeared and which functions are affected.
- 3.5 Further details of the Customer's duties to cooperate and obligations may be set out in the applicable Order.

4. Rights of use of Personio's Services

Insofar as protectable work results are created in the course of Personio providing the Professional Services and unless otherwise provided in these PST or any applicable Order, Personio hereby grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use the work results for the contractually agreed purposes only, in case of doubt for the Customer's own business purposes.

5. Payment Terms

- 5.1 All Professional Services provided by Personio to the Customer shall be remunerated on a time effort basis, unless a fixed price has been agreed in the applicable Order. The hourly rates stated or referred to in the applicable Order shall apply.
- 5.2 If a fixed price has been agreed in the applicable Order, Personio shall perform the Professional Services agreed for the fixed price set out therein.
- 5.3 Unless otherwise agreed, an agreed fixed price will be invoiced when the applicable Order is placed. In the case of remuneration according to time, Personio will invoice the working hours on a regular basis, usually at the end of each calendar month. In the case of remuneration according to time, an activity report must be attached to the invoice, which shows the date or period, duration and content of the activity. Invoicing shall be in 15 minute time units. Personio may issue invoices in electronic form.
- 5.4 Travel must be agreed with the Customer in advance. Travel time is considered 50 percent working time. Travel expenses shall be documented by Personio and reimbursed by the Customer. Travel to and from the Customer's premises is also considered working time (from Personio's closest office).
- 5.5 All prices in Euro are to be understood as net amounts. All applicable taxes, such as the respective statutory value added tax, are to be paid additionally by the Customer.
- 5.6 Invoices are payable within 14 days without deductions.

6. Limitation of Liability

- 6.1 The liability regulations of the Applicable GTC (Sec. 10 of the GTCs) apply correspondingly. In addition, the following Sec. 6.2 shall also apply.
- 6.2 In the event of loss of data, Personio shall only be liable for the expenses that would have been necessary to restore the data if the Customer had backed up the data properly and regularly.

7. Confidentiality

The provisions on confidentiality of the Applicable GTC (section 11.2 onwards) shall apply accordingly.

8. Data Protection

If Personio processes personal data of the Customer on behalf of the Customer in the context of the provision of the Professional Services, Personio acts as processor in the sense of Art. 4 No. 8 GDPR and the Customer as controller in the sense of Art. 4 No. 7 GDPR. This is in particular the case for data migrations, account splits/mergers as well as other services which require Personio's access to the Customer's personal data in the Software. The contract/addendum for data processing concluded between Customer and Personio in connection with the provision of the Software pursuant to Art. 28 GDPR shall apply accordingly.

9. Contractual Services

- 9.1 Unless otherwise agreed, Personio provides its Professional Services as contractual services and therefore does not owe any concrete success.
- 9.2 The general location for the provision of Professional Services is the business premises of Personio, unless the Professional Services necessarily require a presence at the Customer's premises or a corresponding location has been agreed.
- 9.3 Employees assigned by Personio are not subject to any instructions of the Customer in the performance of the activities assigned to them. The assigned employee is free in the organisation of its activity (time, duration, type and place of work performance). However, they must take into account special operational concerns and requirements in connection with the activity. Furthermore, the assigned employee is not bound with regard to the place of work or the working hours. However, project-specific time requirements of the Customer shall be considered after consultation (e.g. meeting dates).

10. Work Services

- 10.1 Insofar as work services are provided, the provisions of this section 10 shall apply.
- 10.2 The Customer is obliged to inspect all Professional Services without delay, unless otherwise agreed, within two weeks from the time of provision and to give notice of any recognisable and/or identified defects without delay in writing, giving a precise description of the defect. Acceptance may only be refused in the event of significant defects
- 10.3 A significant defect shall be deemed to exist if the performance owed cannot be used in accordance with the contract so that the purpose pursued with it under the contract cannot be achieved or can only be achieved with considerable difficulty.

11. Final Provisions

- 11.1 Applicable law shall be governed exclusively by the relevant provision under section 13 of the Applicable GTC.
- 11.2 If the Customer is a company, a legal entity under public law or a special fund under public law place of jurisdiction for all disputes arising from the Professional Services shall be governed exclusively in accordance with section 11.1.
- 11.3 The Customer may only set-off against claims of Personio with such counterclaims which are undisputed, legally established or ready for decision.
- 11.4 The Customer is only entitled to exercise a right of retention insofar as the counterclaim on which they base the right of retention is undisputed, legally established or ready for decision and is based on the same contractual relationship.
- 11.5 The Customer may assign claims under any Order to third parties only with Personio's prior written consent, which Personio will not unreasonably withhold.
- 11.6 Amendments and additions to any applicable Order as well as subsidiary agreement relating to Professional Services must be made in writing.

- 11.7 Neither party shall be liable to the other party in cases of force majeure. Force majeure includes natural disasters caused by earthquakes or explosions, nuclear, chemical or biological contamination, acts of war, terrorism, political unrest, insurrections, rebellions or revolutions, pandemics, epidemics or other similar events or circumstances beyond the reasonable control of the parties. Each contracting party shall inform the other contracting party im-mediately of the event of force majeure.
- 11.8 If any provision of these PST are or becomes invalid, the validity of the remainder of the Order shall not be affected thereby. In this case, the parties agree to replace the invalid provision with a valid provision which corresponds as closely as possible to what was originally intended.

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