
General Terms & Conditions

Contents

| | |
|--------------------------------------------------------|----|
| 1. Background | 1 |
| 2. Conclusion of Contract, Trial | 1 |
| 3. Scope of Software and Services | 2 |
| 4. Availability | 4 |
| 5. Customer responsibilities | 4 |
| 6. Grant of Rights | 6 |
| 7. Term and Termination | 7 |
| 8. Payment Term | 8 |
| 9. Warranty, Claims and Obligations in Case of Defects | 9 |
| 10. Limitation of Liability | 10 |
| 11. Data Protection and Confidentiality | 10 |
| 12. Amendments | 11 |
| 13. Final Provisions | 13 |

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**") govern the subscription for the Software and the provision of Services to the customer. Software and Services may additionally be subject to offer documents (or similar) issued by Personio (together "**Agreement**"). 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) offer letter 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 with a varying scope of additional apps for a predefined maximum number of employees (hereinafter the following applies for customers who have already concluded an Agreement before 08 August 2023, instead of Software plan and additional apps until a potential migration: Software version and additional add-ons/modules).
- 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 offer in writing 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. 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 (e.g. via an individual offer) ("**Service Description**").
- 3.2 Software components with unrestricted scope of use (e.g. E-signature or CV-Parsing) may be subject to fair use as reasonably determined and communicated by Personio ("**Fair Use Principle**"). The Fair Use Principle will be exercised by Personio to ensure availability of the relevant functionality for all users. Inappropriate use or excessive use of the relevant functionality shall entitle Personio, after prior notice, to restrict customers' use of the relevant functionality.

- 3.3 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, including its availability.
- 3.4 The customer can switch between the offered plans of the Software and change the maximum number of employees 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 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.
- 3.5 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 (iii) the customer has exceeded the Fair Use Principle as set out in section 3.2; 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% 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 is not responsible for any delays, delivery failures, or any other loss or damages resulting from the transfer of data over communications networks and facilities, including the internet.

5. Customer responsibilities

- 5.1 During the Trial in accordance with section 2.1, the customer is obliged to review the functionalities of the Software and to notify Personio in text form about possible defects and other deviations from the Service Description before concluding a fee-based Agreement for the use of the Software. The customer cannot invoke defects and other deviations from the Service Description, which were already known or present during the Trial, but were not reported before the conclusion of a fee-based Agreement for the use of the Software.
- 5.2 The customer shall provide a 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 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.

- 5.3 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 text form 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.
- 5.4 The customer shall ensure the following technical requirements:
- 5.4.1 The connection to the internet in adequate bandwidth and latency is the customer's responsibility.
- 5.4.2 For an optimal use of the offers and functions of the Software the customer shall use the latest versions of the following browser types Google Chrome, Microsoft Edge or Mozilla Firefox or any other browser notified by Personio. Functional cookies are needed for the usability of the Software. If these are not permitted by the customer, Personio shall not be liable for any restrictions resulting from this.
- 5.4.3 The customer is responsible for taking appropriate IT security measures to ensure that the use of the Software is subject to appropriate security standards within their own organisation.
- 5.4.4 The use of shared accounts (e.g. hr@customer.com) is prohibited. The customer shall ensure that their users of the Software do not share their login data.
- 5.4.5 The customer shall ensure the security of the internet connection used, in particular the use of company-owned instead of public Virtual Private Networks (VPN) as well as the use of VPN connections in public networks.
- 5.5 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 one year shall apply. 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 three months' prior to the renewal date.
- 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 text format.

8. Payment Term

- 8.1 The customer agrees to pay the fees for the Software and any applicable Services in accordance with the applicable offer or invoice, and authorises Personio to conduct direct debits of customer's designated bank account or credit card for such fees as they become payable (upfront in advance for the applicable term). Electronic invoices will be sent to the customer. Interest shall accrue on past due amounts at the rate of 5% above the base rate of the Bank of England, such interest to be applied from the due date (calculated daily) until payment is received.
- 8.2 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.

- 8.3 For Agreements with a monthly subscription, the billing period begins on the commencement date of the Agreement or as otherwise agreed by the parties in text form and ends with the expiry of one month.
- 8.4 For Agreements with a yearly subscription, the billing period begins on the commencement date of the Agreement or as otherwise agreed by the parties in text form and ends with the expiry of one year. Payment shall be due two weeks from the invoice date.

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 and Confidentiality

11.1 Personio acts as a processor for the customer data stored and processed in the Software and the customer shall be the data controller of such data. For customers who have already entered into separate data processing agreements prior to August 08, 2023, the data processing agreement stored in their Account remains valid (if applicable). For all other customers, the controller-processor agreement on the Personio website (www.personio.com/terms/) ("**Data Processing Addendum**") is hereby agreed and incorporated and forms an integral part of the Agreement.

11.2 Both parties may have access to confidential information (whether identified as confidential or not) concerning the business, affairs, software, services of one party or members of its group including technical and functional specifications, pricing and related terms pertaining to

Software and/or Services ("**Confidential Information**") in order to perform obligations under the Agreement. Each party agrees to the following:

- 11.2.1 Not to use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement;
- 11.2.2 Hold the other party's Confidential Information in confidence, and, unless required by law, will not make the other party's Confidential Information available to any third party other than employees, officers, representatives, advisors or sub-contractors who need to know such information for the purpose of carrying out the party's obligations under the Agreement ("**Permitted Recipients**"). Each party must ensure that all Permitted Recipients are bound by suitable confidentiality obligations equivalent to this section 11.2;
- 11.2.3 Take all reasonable steps to ensure the other party's Confidential Information to which it has access to is afforded the same security protection as its own Confidential Information.
- 11.3 Confidential Information shall not include information which is:
 - 11.3.1 In the public domain other than through a breach of the Agreement or an obligation of confidence owed to a party;
 - 11.3.2 In the lawful possession or known to a party before any disclosure;
 - 11.3.3 Disclosed to a party independently by a third party without restriction;
 - 11.3.4 Is independently developed by a party without access to the Confidential Information; or
 - 11.3.5 Is required to be disclosed by law or any court or regulatory body.

The restrictions contained in sections 11.2 to 11.3 will continue to apply until the earlier of the relevant Confidential Information ceasing to be confidential and a period of five years following termination of the Agreement.

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 text form 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 text form 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 text form at the latest four weeks before the effective date of such a change. If the customer does not object to the change in text form 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 text form 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 Personio is entitled to adjust its list prices to compensate personnel cost or other cost increases annually in an appropriate amount. Personio will announce these price adjustments and the

effective date of the price adjustments to the customer in text form. The price adjustments shall not apply to the periods the customer has already paid for. If the price increase is more than 5% of the previous price, the customer may object to this list price increase within a period of two weeks from notification. A change in the price resulting from a change in the scope of features or the number of employees to be administered shall not be deemed a price adjustment within the meaning of this section 12.4.

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 text form.

13. Final Provisions

13.1 Unless otherwise agreed, any notification or declaration under the Agreement shall be made in writing which includes email. Amendments to the Agreement shall be made in writing.

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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