

SUPPLEMENTARY TERMS CONCERNING PROFESSIONAL SERVICES

THESE SUPPLEMENTARY TERMS APPLY TO ALL PROFESSIONAL SERVICES (AS DEFINED IN GTCS) AND FORM AN INTEGRAL AND INSEPARABLE PART OF THE AGREEMENT BETWEEN THE CUSTOMER AND MATRIX42 CONCERNING THE PROVISION OF PROFESSIONAL SERVICES BY MATRIX42 REGARDLESS IF THE PROFESSIONAL SERVICES ARE ORDERED FROM MATRIX42 OR A CHANNEL PARTNER.

DEFINITIONS

In addition to definitions set out in Matrix42 General Terms and Conditions the following expressions have the meaning set out below (and where the context so admits the singular shall include the plural and vice versa):

"Deliverable(s)" mean(s) the deliverable results of the Professional Services expressly set out in the Order Form;

"Pre-existing Material" means, in relation to the Professional Services, software, software code, applications, documentation, service concepts, devices, equipment, methods and any other materials created or developed by a Party prior to or outside the scope of this Agreement as well as any amendments, additions and new versions thereof and thereto developed by a Party under the Agreement. All Software and thereto related materials constitute Matrix42's or its licensors' Pre-existing Material;

A.1 General Obligations of the Parties

A.1.1 Matrix42 shall perform the Professional Services in accordance with the Agreement, in a professional and workmanlike manner and in accordance with its own technical standards and policies.

A.1.2 The Customer shall provide Matrix42 with, and hereby grants to Matrix42 the right to use all Customer's and/or its third parties' information, software, applications, data, materials and premises necessary for Matrix42 to fulfill its obligations under the Agreement. The Customer shall make necessary decisions and give necessary instructions on its own initiative and without delay. Both Parties shall co-operate in performing the Professional Services regarding all matters that are under their command and control.

A.1.3 The Customer undertakes to perform all tasks and fulfil all of its obligations under the Agreement in a timely manner and with due care. The Customer undertakes to make all required decisions timely and without delay.

A.1.4 Both Parties shall be responsible for their own devices, systems, applications, connections and software as well as their functionality. The Customer shall be responsible for the protection of the Customer's data communications and data systems and costs for communications and other comparable costs related to use of the Professional Services and the Software.

A.2 Warranty and Acceptance of Services

A.2.1 The Customer shall give Matrix42 its acceptance or complaints regarding any report on the Professional Services or Deliverables without delay. Except where the Customer has issued a written justified complaint within seven (7) days after receiving the end report on the Professional Services or the Deliverables (whichever occurs first), the Customer shall be deemed to have accepted the Professional Services and the Deliverables. If there is no end report regarding the Professional Services or results thereof, the Professional Services shall be deemed accepted unless the Customer has issued a written and justified complaint within seven (7) days after the performance of the Professional Services. The Professional Services and Deliverables shall also have been deemed accepted if the Customer takes the Professional Services or Deliverables into production use.

A.2.2 Matrix42 grants a warranty of fourteen (14) days to the Deliverables, such warranty to commence on the date of acceptance of the results of the Professional Services. Matrix42's liability for errors in the Deliverables shall be limited to correcting the errors or re-performing the Professional Services at Matrix42's own cost, provided that the Customer has notified Matrix42 of the error within the warranty period described above. The aforementioned shall constitute the entire liability of Matrix42 and the sole remedy of the Customer in case of any errors in the Deliverables.

A.2.3 The Customer shall be responsible for the data security of its own environment and for taking back-up copies of the Customer's data and files which may be affected by the Professional Services, and for verifying such back-up copies. Matrix42 shall not be responsible for any loss, destruction or alteration of data, or for any damages or costs related thereto.

A.3 Intellectual Property Rights

A.3.1 All rights, title and interest, including all Intellectual Property Rights in and to the Professional Services and Deliverables shall belong exclusively to Matrix42 or its licensors. Each Party shall retain all its rights, title and interest, including all Intellectual Property Rights to its Pre-existing Material.

A.3.2 Subject to the terms of the Agreement and subject to the due payment of all Fees, Matrix42 grants to the Customer a license to use the Deliverables in accordance with Matrix42's license terms applicable to Matrix42's Subscription Services or other Service to which the Deliverables relate to and to which the Customer has a valid Subscription License.

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A.3.3 If the Deliverables do not relate to any particular Software or service that has been licensed to the Customer by Matrix42, the Customer shall receive, subject to the terms of the Agreement and subject to the due payment of all Fees, a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Deliverables in its internal business operations.

A.4 Performance of Professional Services

A.4.1 The schedule for delivering the Professional Services shall be agreed in writing between Matrix42 and Customer after signing of the respective Order Form.

A.4.2 The Fees for the Professional Services as set out in an applicable Order Form are applicable to work performed during Working Days between 8.00 and 17.00. If work is performed outside the aforementioned hours and Working Days, the Fees shall be adjusted upwards in accordance with the table below.

Time*	Working Days	Saturdays	Sundays and national holidays*
08 - 17	0%	50%	100%
17 - 22	50%	100%	150%
22 - 08	100%	150%	200%

* Timezone and national holidays are determined based on domicile of Matrix42 entity identified on the Order Form as contracting entity

A.4.3 Matrix42 will charge 50% of the applicable Fee and/or the base rate under the Agreement for all travel time if the destination is more than 25 kilometres from an applicable Matrix42 office. All other costs associated with the provision of the Professional Services (e.g. accommodation) based on such travel shall be charged in full.

A.5 Continuous Professional Services

A.5.1 For Continuous Professional Services the time and place of performance of the Professional Services shall be agreed prior to the commencement of first Subscription Period (as defined under General Terms and Conditions). The agreed time and place of performance may be changed;

A.5.1.1 By mutual written agreement between the Parties, if concluded at least three (3) weeks prior to agreed performance date and new performance date is within same fiscal quarter; and

A.5.1.2 Only for reasons of force majeure or for reasons beyond Matrix42's control (including but not limited to termination of employment, parental leave, extended sick leave or other comparable reasons of Matrix42's consultant or subcontractor providing the Professional Services).

A.5.2 If the date of performance of the Professional Services is changed for reasons attributable to Matrix42, Matrix42 is obliged to offer the Customer an alternative date of performance for the same Subscription Period.

A.5.3 The Customer is responsible for arranging continuous technical access to the Software and Cloud Services for each agreed performance date of Professional Services, unless the Subscription Services are hosted in Matrix42 data centers.

A.6 Invoicing of Professional Services

Section A.6 shall not apply to orders through Channel Partners.

A.6.1 The following shall apply to the invoicing of different types of Professional Services for Order Forms between Customer and Matrix42:

A.6.1.1 Continuous Professional Services with a Subscription Term are invoiced in advance for a period of twelve (12) months at a time and are due on the first day of relevant Subscription Term under the Order Form;

A.6.1.2 Fixed-fee based Professional Services (such as trainings or projects agreed as fixed price) are invoiced in full after the signing of the Order Form; and

A.6.1.3 Implementation projects, technical consultancy and any Professional Services performed by Matrix42 that are not included in the scope of Support Services as well as any other Professional Services provided to the Customer by Matrix42, excluding those in the scope of A.6.1.1- A.6.1.2 above are charged based on a time and material basis and invoiced monthly afterwards based on Matrix42's reports on time spent on the Professional Services.

A.7 Term and Termination

A.7.1 An Agreement concerning Professional Services (such as implementation projects) shall enter into force on the date the applicable Order Form has been approved in writing by each Party and shall terminate without separate notice on the date specified on the Order Form or if no date



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has been set when the agreed Professional Services have been performed. If no termination date has been set out in the Agreement or the Order Form, each Party shall have the right to terminate the Agreement to the extent it concerns Professional Services by a three (3) months' written notice to the other Party.

A.7.2 An Agreement concerning continuous Professional Services shall enter into force on the date specified on the Order Form and remain valid until the end of the Subscription Term. The Agreement may be terminated by either Party with a written notice of at least three (3) months prior to end of Basic Term or then current Renewal Term.

A.8 Recruitment restriction

A.8.1 The Customer may not engage a person who is in the service of Matrix42 or enter into any other agreement or otherwise agree on such arrangement, whose purpose is to obtain the work contribution of the person in question, until twelve (12) months have passed from the termination of the Agreement. If the Customer breaches this recruitment restriction, the Customer shall be liable to pay Matrix42 by way of liquidated damages an amount corresponding to twelve (12) months' gross salary (subject to withholding tax) of the person in question. The recruitment restriction shall not, however, apply if the employment of the person in question was terminated for a reason attributable to the employer, or if the person in question responded to a public job advertisement.

B. COUNTRY SPECIFIC EXCEPTIONS

THE FOLLOWING SECTIONS SHALL REPLACE OR COMPLEMENT PROVISIONS OF SECTION A

B.1 Germany and Austria

For Customers contracting with a Matrix42 entity domiciled in Germany or Austria (including but not limited to **Matrix42 GmbH** or **Matrix42 Austria GmbH**), or with a Channel Partner with its registered office in Germany or Austria, the following shall apply:

The following language shall replace Section A.2.2 of these Supplementary Terms:

Matrix42 grants a warranty of twelve (12) months to the Deliverables, such warranty to commence on the date of acceptance of the results of the Professional Services. This limitation period shall also apply for Customer claims for damages and reimbursement of expenses that are not based on a product defect.