



Professional Services Terms

These **Professional Services Terms** constitute Supplemental Terms under the Terms of Service (ToS) and apply solely to the extent Customer purchases implementation, consulting, configuration, training, or other professional services (Professional Services) in an applicable Order Form or SoW.

1. Scope and Subject Matter

- 1.1 Professional Services may include implementation support, configuration, integration, customization, training, workshops, advisory services, migration assistance, or other agreed services.
- 1.2 The exact scope, deliverables, timelines, and assumptions for Professional Services are defined exclusively in the applicable SoW or Order Form.
- 1.3 Unless expressly stated otherwise, Professional Services do not include development of custom software or permanent product modifications.

2. Performance of Professional Services

- 2.1 Professional Services are performed with reasonable skill and care in accordance with generally accepted professional standards.
- 2.2 MPMX determines the assignment of personnel and the manner of performing the Professional Services.
- 2.3 Professional Services may be provided remotely unless on-site delivery is expressly agreed.

3. Customer Cooperation Obligations

- 3.1 Customer provides all cooperation reasonably required for the provision of Professional Services, including
 - Provision of relevant technical information;
 - Access to systems and environments;
 - Availability of qualified contact persons; and
 - Timely feedback and approvals.
- 3.2 Customer is responsible for the accuracy and completeness of all materials and instructions provided.
- 3.3 Delays caused by missing cooperation, incorrect information, or late approvals may result in adjusted timelines and additional fees.

4. Change Requests

- 4.1 If Customer requests changes to the agreed scope of Professional Services, the Parties agree on any resulting adjustments to scope, schedule, and Fees before implementation.
- 4.2 MPMX is not obligated to perform additional work outside the agreed scope unless confirmed in writing.

5. Nature of Professional Services and Acceptance of Deliverables

- 5.1 The Parties agree that all Professional Services are generally performed as a contract for services (*Dienstvertrag*) and not as a contract for work / contract for a specific result (*Werkvertrag*).
- 5.2 Accordingly, MPMX does not owe the achievement of a specific economic or technical success but only the professional performance of the agreed Services with reasonable skill and care. Professional Services are not acceptance-based unless explicitly stated.
- 5.3 Where Professional Services include agreed deliverables, such deliverables serve solely to document the results of the Services performed and do not constitute acceptance-relevant work results unless expressly designated as such in the applicable Order Form or SoW.
- 5.4 Customer reviews any delivered materials without undue delay and notify MPMX of material deficiencies in writing within ten (10) business days after delivery, providing sufficient detail to enable verification.
- 5.5 If Customer (a) confirms acceptance in writing; (b) uses the deliverable in productive operation; or (c) does not notify material deficiencies within the review period, the deliverable is deemed accepted solely for documentation purposes and without implying any guarantee of success or outcome.
- 5.6 If material deficiencies are properly notified, MPMX uses commercially reasonable efforts to correct such deficiencies within the scope of the agreed Professional Services.

6. Fees and Billing

- 6.1 Professional Services are invoiced as specified in the applicable Order Form or SoW.
- 6.2 Unless otherwise agreed
- Time-and-materials services are invoiced monthly in arrears
 - Fixed-price Services may be invoiced according to agreed dates;
 - Invoices are payable within fourteen (14) days.

7. Travel and Expenses

Where on-site Professional Services are requested by Customer or technically required, Customer bears reasonable travel and accommodation expenses. Reasonable expenses include in particular (i) public transport 1st class; (ii) EUR 0.60 per kilometer for car travel; (iii) hotel costs for standard rooms up to EUR 175.00 net per night; and (iv) economy flights (under 5 hours) or business class (5+ hours).

8. Customer Environment Responsibility

- 8.1 Customer remains responsible for its infrastructure, data, and operational environment during Professional Services.
- 8.2 MPMX is not responsible for
- Customer data quality issues;
 - Customer configuration decisions;
 - Third-party system failures; and
 - Customer infrastructure performance,
- unless expressly agreed otherwise.

9. Limitation of Warranty for Professional Services

Except as expressly agreed, Professional Services do not constitute guarantees of specific business outcomes, performance improvements, or integration success with third-party systems. Any timelines or effort estimates are non-binding projections unless explicitly agreed as contractual milestones.

10. Data Protection

Where Professional Services involve processing of personal data, such processing is governed by the applicable Data Processing Terms.

11. Limitation of Liability

- 11.1 Notwithstanding anything to the contrary in the Agreement, MPMX's aggregate liability arising out of or relating to a breach of the Data Processing Terms or applicable data protection law is subject to a separate cap equal to the greater of: (a) two (2) times the Fees paid or payable by Customer under the applicable Order Form or SoW in the twelve (12) months preceding the claim; or (b) EUR 1,000,000.00.
- 11.2 Nothing in this Clause excludes liability that cannot be limited under applicable law.

These Professional Services Terms are effective as of the date of publication. Last updated: 01 May 2026.