

# General Terms and Conditions (GTC) for Professional Services

## Proalpha Field Service Management/SERVICE 1

### 1. Scope of these GTC

- (1) These General Terms and Conditions (GTC) are set forth by Proalpha Schweiz AG, with registered office in Aesch (BL), CHE-101.490.966, and its affiliated companies ("Proalpha").
- (2) The scope of these Terms and Conditions covers the supplementary contractual provisions for the provision of customization and integration services for Proalpha Field Service Management by Proalpha. These include all consultancy, customization, development, and/or support services provided in connection with Proalpha Field Service Management. In addition to the GTC for Professional Services, the specific GTC for Customization and Integration of Proalpha Field Service Management shall apply to these services. The provision of Proalpha Field Service Management is governed by the separate GTC for Licenses (Purchase and Subscription) and is not covered by these GTC.
- (3) For projects conducted according to the Scrum methodology, the Customer or the contracting parties shall create user stories instead of documentation, which reflect the Customer's specific requirements. If a user story is included in a sprint at the Customer's request and implemented by Proalpha, a brief description, referred to as the design, will be created. This design is prepared by Proalpha unless the Customer wishes to create it themselves or jointly with Proalpha. The design outlines the expected outcome and, where necessary, includes conceptual guidelines.
- (4) In case of doubts or contradictions, the documents shall apply in the following order of precedence:
  - a. The Offer or any individual agreement,
  - b. If available: documentation or user story,
  - c. These GTC, and
  - d. The GTC for Professional Services.

### 2. Scope of Services

- (1) The Scrum methodology provides for the definition and prioritization of tasks with high flexibility immediately before their execution, in coordination between Proalpha and the Customer's project participants according to the Customer's specific requirements. The individual service

steps (sprints) include the definition, development, testing, and approval of individual tasks and are carried out within jointly defined timeframes (e.g., two to four weeks). The outcome of each sprint is reviewed in a sprint review (Definition of Done).

- (2) Proalpha prepares documentation and user stories in German, unless otherwise specified in the order. Records, notes, and activity reports are also prepared in German.
- (3) Both contracting parties shall each designate, in writing and on a project-specific basis within the respective individual agreement, a responsible project manager and a deputy.
- (4) Upon completion of the individual project phases or sprints, Proalpha shall deliver the owed work results to the Customer. Delivery of work results is made electronically unless a specific format has been agreed upon.
- (5) For the provision of services based on the Scrum methodology, the contracting parties define a performance period. The specific service dates shall be specified in writing by the project managers on a case-by-case basis.
- (6) Proalpha generally provides deliveries and services using its own resources. If access to the Customer's computer network is required but not possible or permitted with Proalpha's resources, the Customer shall provide the necessary resources at no cost and to the usual extent.
- (7) Proalpha may perform services remotely in coordination with the Customer. The Customer shall ensure, at their own expense, that the necessary technical requirements are met and shall grant Proalpha access to the relevant system environment of the Customer following prior notice. The agreed written security guidelines must be strictly observed.

### 3. Customer's Duty to Cooperate

- (1) The Customer shall define the requirements for the services to be provided so that Proalpha is in a position to prepare a written offer for the requested services. The Customer must provide Proalpha with all documents and information required for the performance of the services, as requested by Proalpha, in a timely, correct, complete, and free-of-charge manner. This also applies to information about existing installations, devices, programs, and program components that are intended to interact with the services

provided by Proalpha.

- (2) The Customer shall cooperate in the provision of services, particularly in defining the migration strategy, defining/reviewing test cases for user acceptance testing, conducting user acceptance tests (as a supplement to automated tests), and in the local training of users (train-the-trainer concept).
- (3) Further details regarding the Customer's cooperation, such as the involvement of Customer employees, the provision of systems and programs, test data, and workplaces, as well as deadlines and dates, shall be agreed upon in writing with the Customer's project team.

## 4. Changes in Services

For services provided according to the Scrum methodology, it is clarified that a change in services only exists if the service quota (budget) agreed upon in an order is modified. Changes in the substantive scope of services within an existing individual order, which are possible and agreed upon between the project participants in accordance with the Scrum approach, are not subject to the provisions of this section 4.