

# General Terms of Service

version of 3 July 2024

## §1. Definitions

1. **'MWT Solutions'** – the MWT Solutions S.A. company with its registered office in Poznań (61-754) at ul. Szyperska 14.
2. **'Software'** – the IT software produced by the Manufacturer which is used for the provision of services by MWT Solutions.
3. **'Software Subscription'** – a service that includes access to the functionality of the Software, which Software is made available on a remote server by the Manufacturer.
4. **'Extension'** – software produced by MWT Solutions that is a stand-alone application or a module extending the functionality of the Software.
5. **'Customisation'** – software (including an Extension), scripts, integration services and modifications for the Software or Software Subscription that have been produced and implemented for the User by MWT Solutions. They are not generally available but are dedicated to a specific instance.
6. **'Ordering Party'** – an entity or a natural person that is a party to a contract or an order.
7. **'Working Hours'** – technical support and maintenance services shall be carried out on working days, from Monday to Friday, from 8:00 a.m. to 5:00 p.m., excluding public and statutory holidays.
8. **'Fixed Price'** – a service model based on a pre-defined project scope and a pre-determined price. Services based on the Fixed Price model shall be billed after the delivery of the products specified in the project scope, also referred to as the schedule. Acceptance of the products shall be confirmed by signing an acceptance report.
9. **'Time and Material' / 'T&M'** – a service model where an open project scope is maintained. A project based on the T&M model shall be billed based on the time devoted by MWT Solutions to carrying out the works requested by the Ordering Party.
10. **'Technical Support Services'** – services provided by MWT Solutions S.A. under the General Technical Support Terms as services directly related to the Software purchased by the Ordering Party.
11. **'Implementation and Consultation Services'** – services provided by MWT Solutions S.A. under these General Terms of Service as separate services, unrelated to technical support services (GTST).
12. **Learning by doing** – a learning method that involves acquiring knowledge and skills through direct experience and practical action. It is an active approach in which the learner is engaged in carrying out tasks and solving problems, which allows the material to be better understood and remembered.

## **§2. General provisions**

1. These General Terms of Service ('GTS') set out the terms and conditions of the provision of Implementation and Consultation Services as separate services, unrelated to technical support services (GTST), provided by MWT Solutions to the Ordering Party.
2. Implementation or consultation services delivered by MWT Solutions shall be provided in accordance with the terms and conditions contained herein or in accordance with a service contract or an order. If this document constitutes an appendix to a contract or an order, its provisions shall apply to the extent not governed by the provisions of the contract or order.
3. MWT Solutions' services shall be provided against payment.
4. A condition for services to be provided shall be the conclusion of a contract or the acceptance and signing of an order by MWT Solutions.

## **§3. The scope of services**

1. Services delivered by MWT Solutions may be provided based on two billing models:
  - Fixed-Price
  - Time and Material
2. Services may be provided in two ways:
  - a) Remotely
    - Using the Microsoft Teams platform
    - Using the Zoho Assist solution
    - Using a VPN connection with a personal account provided to an MWT Solutions employee
    - Using the Ordering Party's tools, only under the Ordering Party's sole responsibility
  - b) On-site on the customer's premises
3. A service provided by MWT Solutions may be, respectively:
  - a) A maintenance service – it has a pre-determined scope consisting of:
    - Software version upgrade,
    - Replying to questions about the Software/Extension/Customisation,
    - Implementing configurations and processes in the Software and preparing Extensions and Customisations (Extensions and Customisations shall be created in accordance with the Ordering Party's documented process or in accordance with the Ordering Party's business need reported).

### Rules for a maintenance service:

- This service shall be sold only based on the Time and Material model.
- In the first phase of the project, the Ordering Party shall specify the time it needs for the communication of knowledge concerning the topics discussed.

- If the process is complex and the time purchased has been utilised, the Ordering Party may ask for the purchase of additional time which is necessary for the analysis of the process or the description of the customisation to be completed.

If this service is purchased, it shall be necessary to learn about the Customer's business assumptions.

The analysis of processes should be done as follows:

- Analysis of the process received prepared by the service provider in the form of a procedure, description, indication of guidelines, BPMN process map;
- Learning about the process through consultation with the service recipient;
- Workshops or conducting workshops with the service recipient to identify the service recipient's business needs;
- Preparation of implementation documentation by the service provider.

The time devoted to workshops, analyses and consultations shall be deducted from the total number of hours that have been ordered/purchased.

- b) An implementation service – it shall involve installing the Software and adapting it to the Ordering Party's requirements as well as migrating data and testing and launching the Software. The service shall be provided based on a pre-defined schedule prepared by MWT Solutions and approved by the Ordering Party. The schedule shall include the implementation scope, i.e. a list of works and activities required for the service to be completed, as well as a specification of the time limits for providing the service.

Rules for an implementation service:

As part of implementation, the following activities shall be performed:

- Carrying out works according to the implementation schedule approved by the Ordering Party;
  - Workshops, consultations and generally accepted sharing of product knowledge and process knowledge;
  - Product training according to a previously approved agenda;
  - Contact and customer support in the course of the project;
  - Preparation of post-implementation documentation by MWT Solutions.
- c) Kick-off – it shall involve launching the Software at a specified time and according to a pre-defined scope in the form of *learning by doing*. The service shall be provided only for new installations.
- d) Software Audit – concerning the settings of the configuration and its operation corresponding to the scope prepared:

- Server parameters;
- Correctness of server settings;
- General operation of the server;
- Verification of logs;
- Configuration of the application and elements related thereto;
- Audit report together with recommendations.

e) Audit of ITSM processes – verification of whether given processes operate in the organisation and are carried out according to their assumptions. The audit may contribute to the implementation of ITSM solutions offered by MWT Solutions.

Rules for carrying out an audit of processes:

As part of an audit of ITSM processes, the following activities shall be performed:

- Workshops with the organisation's IT employees;
- Workshops with Business employees (at the customer's request);
- Verification of the customer's process documentation;
- A post-audit document with recommendations.

4. General consultation

Consultation meetings held at the customer's request after previously defining the scope of the service. The service shall not include any configuration works, but the outcome of a workshop may be an element based on which a quotation for an implementation is prepared.

## **54. Methods of providing services**

The Ordering Party shall be entitled to use services by means of one of the following methods:

### **4.1. Time and Material**

Maintenance and consultation services shall be sold based on the Time and Material model and must have a specified maximum number of working days (MDs) which can be used under the order or contract.

- Prepaid services

The time limit for using the MDs (Man Days) purchased shall be defined and shall be one year from the date of signing the contract or order.

If more than 10 MDs are purchased, it is assumed that they shall be utilised in monthly cycles, divided into equal parts. The MDs purchased which are not used in a given month shall not carry over to the following month/months.

If the Ordering Party wishes to use more days in a given month than the number of days available within the monthly limit, confirmation by MWT Solutions of such a possibility shall be necessary. Increasing the number of days in a given month shall cause a proportional change in the number of days available in subsequent months.

Throughout the entire period of service provision, the Ordering Party shall make available hardware and human resources as well as access permissions to systems necessary for the smooth provision of the service ordered.

Days shall be deducted from the number of days available in the following cases:

- MWT Solutions performs works requested by the Ordering Party and agreed under a quotation for specific works (service quotation); the works shall be billed based on the acceptance report.
- The Ordering Party cancels a previously arranged and mutually accepted meeting devoted to consultation or implementation less than two working days before the event arranged.
- A request is made for quotations, adaptation or analysis of the Ordering Party's process documents in order to estimate the possibility of, and the time required for, implementing a solution, provided that the time these activities require exceeds four working hours. If the technician providing a quotation finds that the analysis of process documents will take longer than the agreed four hours, the technician must inform the Ordering Party about that, specify the estimated time needed for the performance of the service and then obtain consent for continuing the works requested and thus for utilising the hours purchased.
- The Ordering Party cancels the performance of works that have been requested and accepted after MWT Solutions has commenced performing these works. In such a case, hours utilised by the time the works requested are cancelled shall be deducted from the number of MDs available. If the Ordering Party requests that the state preceding changes made by the MWT Solutions technician in the Ordering Party's environment be restored, the technician shall make an additional calculation of the time required to carry out this activity. If the requesting party has hours available under the contract/order, this time shall be deducted from the number of days (hours) available. If the number of hours available has been used up, a quotation for the service shall be prepared and then presented to the

Ordering Party for acceptance. Only activities that have been accepted by the Ordering Party may be carried out.

- Services contracted to be provided according to the Ordering Party's needs.

The time for using MDs shall be strictly defined and shall be one year, understood as 365 consecutive days, from the date of signing the contract or order.

In case the provision of previously contracted services which are payable in arrears is requested, MWT Solutions shall prepare a quotation specifying the scope, time required, possible lead time and the start date of the project.

The basis for issuing an invoice for services provided under quotations shall be an acceptance report signed by both parties or a report signed by MWT Solutions in the event of an unjustified refusal to sign the report by the Ordering Party.

#### Service provision process

1. All work requests must be registered by the Ordering Party in the MWT Solutions ticketing system at [support@mwtolutions.eu](mailto:support@mwtolutions.eu)
2. The persons authorised to provide the service shall be those listed in the contract or order in respect of both the Ordering Party and MWT Solutions.
3. Additionally:
  - In case it is necessary to prepare a quotation for a service, the parties assume that the time needed for preparing the quotation is 3 full working days counted from the day and time of a registered ticket, provided that it is possible to conduct such an analysis; MWT Solutions forewarns that carrying out the analysis may not be possible due to technological limitations, about which the requesting party shall be informed:
  - After the quotation stage, a relevant schedule shall be prepared specifying the scope of the works planned, including the time required in working days and the possible lead time, i.e. the start date and end date of the works.
  - The minimum time MWT Solutions assumes for the performance of works shall be half a working day (i.e. 4 hours).
  - The schedule and quotation for the works must be accepted by the Ordering Party within no more than 3 working days.
  - After accepting the quotation, the Ordering Party shall send information to [support@mwtolutions.eu](mailto:support@mwtolutions.eu) by continuing the existing e-mail thread in order to maintain the continuity of the conversation.

- After the Ordering Party accepts the time required for the works and their scope, the person carrying out the works on behalf of MWT Solutions shall commence carrying out the activities requested according to the agreed request schedule.
  - In the case of simple activities that do not require a separate quotation to be prepared, MWT Solutions shall commence carrying out the task requested within no less than 3 working days, provided that an MWT Solutions technician confirms that the service ordered can be provided. To request such a service, the service recipient should send a message to [support@mwtolutions.eu](mailto:support@mwtolutions.eu). If a service cannot be provided due to technological limitations, an MWT Solutions technician shall inform the Ordering Party about that in a separate e-mail.
4. As part of the works conducted, MWT Solutions shall prepare a note after each meeting to confirm any arrangements made as part of the meeting, documents provided or arrangements for the next implementation day. The note must include information on how many hours have been utilised as part of the activities performed and how many hours remain for future use under the contract/order.
  5. After the works are performed, MWT Solutions shall prepare an acceptance report (together with a list of activities performed confirming the utilisation of the hours purchased). The completion of the works requested and their acceptance by the Ordering Party shall be evidenced by an acceptance report signed by both parties or a report signed by MWT Solutions in the event of an unjustified refusal to sign the report by the Ordering Party. The persons authorised to sign the acceptance report shall be the persons listed in the contract or order.
  6. The acceptance report may be signed in the following forms:
    - Traditionally, i.e. by affixing a handwritten signature to the acceptance report sent by MWT Solutions. The signed report shall be sent as a scan, and the original shall be sent back by traditional post to the following address: MWT Solutions S.A., ul. Szyperska 14, 61-754 Poznań.
    - Electronically, i.e. with a qualified electronic signature; in such a case, the scan received shall be signed with a qualified signature and then sent back by e-mail to [support@mwtolutions.eu](mailto:support@mwtolutions.eu)
    - E-mail confirmation – the possibility is also allowed that an e-mail will be sent by persons who have been authorised by the Ordering Party in the contract/order and who accept by e-mail precisely defined works performed.
  7. In the case of services that require an acceptance report to be signed, the Ordering Party shall accept them in writing within 2 working days from the moment their provision is completed by MWT Solutions.
  8. The Parties allow the possibility that the Ordering Party will suspend the acceptance of a service, but an appropriate written justification shall always be provided. The Ordering Party must submit comments to MWT Solutions within the time limit specified in point 7 above.
  9. In the event of three unsuccessful requests by MWT Solutions that the Ordering Party sign the acceptance report (excluding cases where the acceptance of the service is suspended, referred to in point 8), the work requested shall be automatically approved and billed without the need to sign the acceptance report. In the case of services that have not been paid before, MWT Solutions shall have

the right to issue an invoice for the works carried out – in accordance with the quotation for the works and the prior request. The invoice shall be issued in the manner and within the time limit specified in the provisions of law.

10. At the end of each quarter, MWT Solutions shall prepare and present to the Ordering Party a summary of the consultation hours used up or the maintenance services provided used by the Ordering Party in a given month, indicating the subject matter of the consultation or maintenance service and the person requesting the works on behalf of the Ordering Party.

## 4.2. Fixed Price

Implementation services, Kick-off and Software Audit shall be carried out based on the FIXED PRICE formula and shall be covered by a previously prepared schedule.

In the case of some systems sold by MWT Solutions, provision of services in a mixed FIXED PRICE + Time & Material model is allowed (the process describing the handling of the Time and Material model is described in point 4.1.).

### Service provision process

1. The registration of work progress and activities and its documentation shall be carried out in the MWT Solutions systems.
2. After a contract is signed or an order is placed by the Ordering Party, MWT Solutions shall assign a technician to provide the implementation service.
3. The technician providing the service shall contact the Ordering Party to organise an initiation meeting, during which the schedule accepted by the Ordering Party shall be discussed and a list of activities necessary to be carried out on the Ordering Party's side shall be prepared.
4. As part of the services ordered, the Ordering Party agrees to make available human resources on its side, enabling the provision of the service, for not less than 3 working days per week in order for the service to be provided as quickly as possible.
5. In the case of remote implementation, an implementation session cannot be shorter than 4 hours and longer than 7 hours.
6. In the case of On-Site implementation on the Ordering Party's premises, it is agreed that an implementation day consists of 8 working hours, including breaks required by law if such breaks are applicable.
7. To ensure optimal use of the time devoted to the provision of the service purchased, MWT Solutions' technician shall propose working hours within the service provision schedule.
8. If a previously arranged meeting is cancelled less than two working days before its planned start, MWT Solution shall bill the equivalent of the time planned for the meeting and deduct it from the time planned for the implementation. Therefore, elements included in the schedule that correspond to the amount of time that was planned for the meeting shall not be performed.



9. Throughout the entire period of service provision, the Ordering Party shall make available hardware and human resources as well as access permissions to systems necessary for the smooth provision of the service ordered.
10. If MWT Solutions unsuccessfully notifies the Ordering Party of the impossibility of carrying out the project (due to reasons attributable to the Ordering Party), it shall be possible to withdraw from the performance of the contract, while charging the Ordering Party for the works performed under the project, including handling fees in the amount of 10% of the contract value.
11. To speed up service provision, the possibility is allowed that the Ordering Party's environment will be made available via a VPN connection. In such a case, the works shall be carried out in compliance by MWT Solutions with any IT security standards.
12. In the case of works being carried out in the remote mode referred to in point 4.2.11, the organisation of granting appropriate access permissions shall be arranged at the first initiation meeting referred to in point 4.2.3.
13. The Ordering Party is obliged to prepare the environment required for remote service provision, and this obligation must be fulfilled no later than 3 days before the carrying out of the tasks is commenced. In the event of lack of access to the environment, the project may be suspended, and the start or end dates of service provision shall be set anew.
14. Implementation shall be conducted in accordance with the schedule approved by the Ordering Party, which shall be an integral part of the contract or order.
15. Any deviations in the schedule must be agreed by both parties and confirmed in writing in the form of a note or in an e-mail.
16. Communication as part of the project shall take place via the MWT Solutions systems intended for project works. Any arrangements, knowledge exchange and enquiries must be made within these systems, and replies should be given by continuing the existing e-mail thread in order to maintain the continuity of the conversation.
17. As part of service provision, a note shall be prepared after each meeting to confirm any arrangements made during the meeting as well as documents provided or arrangements for the next implementation day.
18. After the works are performed, MWT Solutions shall prepare an acceptance report (together with a list of activities performed confirming the utilisation of the hours purchased). The completion of the works ordered and their acceptance by the Ordering Party shall be evidenced by an acceptance report signed by both parties or a report signed by MWT Solutions in the event of an unjustified refusal to sign the report by the Ordering Party. The persons authorised to sign the acceptance report shall be the persons listed in the contract or order.
19. The acceptance report may be signed in the following forms:
  - Traditionally, i.e. by affixing a handwritten signature to the acceptance report sent by MWT Solutions. Such a report shall be sent as a scan, and the original shall be sent back by

traditional post to the following address: MWT Solutions S.A., ul. Szyperska 14, 61-754 Poznań.

- Electronically, i.e. with a qualified electronic signature; in such a case, the scan received shall be signed with a qualified signature and then sent back by e-mail to [support@mwtolutions.eu](mailto:support@mwtolutions.eu)
- E-mail confirmation – the possibility is also allowed that an e-mail will be sent by persons authorised by the Ordering Party and listed in the contract, declaring to MWT Solutions the acceptance of the works performed.

20. In the case of services that require an acceptance report to be signed, the Ordering Party shall accept them in writing within 2 working days from the moment their provision is completed by MWT Solutions.

21. The Parties allow the possibility that the Ordering Party will suspend the acceptance of a service, but an appropriate written justification shall always be provided. The Ordering Party must submit comments to MWT Solutions within the time limit specified in point 20 above.

22. In the event of justified reservations regarding the carrying out of the project, supported by a discrepancy report signed by both parties prepared based on the content of the previous schedule, MWT Solutions shall address such reservations at no additional cost to the Ordering Party, provided that it is possible to address them in the given circumstances.

23. In the event of three unsuccessful requests by MWT Solutions that the Ordering Party sign the acceptance report, the works ordered shall be automatically approved and billed without the need to sign the acceptance report. In the case of services that have not been paid before, MWT Solutions shall have the right to issue an invoice for the works carried out – in accordance with the quotation for the works and the prior request. The invoice shall be issued in the manner and within the time limit specified in the provisions of law.

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Head of the Support Department  
MWT Solutions S.A.