

General Terms of Cooperation

1. General Provisions

1. These General Terms of Cooperation (hereinafter: “GTC”) define the default rules of cooperation between Websome (hereinafter: the “Contractor”) and clients (hereinafter: the “Client”) with respect to the provision of services offered by the Contractor, particularly in cases where such rules have not been defined in any other way, e.g. under a separate agreement, an addendum to an order, etc.
2. Use of the Contractor’s services constitutes acceptance of these GTC.

2. Forms of Cooperation

1. The Contractor offers cooperation in the form of:
 - 1.1. One-off assignments,
 - 1.2. One-off projects,
 - 1.3. Retainers based on hourly, full-time, or team allocation,
 - 1.4. Consulting and advisory services,
 - 1.5. Ongoing cooperation.
2. Assignments or project tasks may be carried out on the basis of:
 - 2.1. A quotation,
 - 2.2. An estimation,
 - 2.3. A cost or time assessment,
 - 2.4. In blanco orders.
3. Work may be performed based on a specific technical task, declared expected outcomes, a feasibility study, or research and development activities.
4. Each form of cooperation requires an individually defined scope of work, deadlines, and settlement rules.

3. Quotation, Estimation, and Cost/Time Assessment

1. Quotation:

A quotation constitutes a formal commitment by the Contractor to perform the work within a defined scope and at specific price or time ranges. Any changes to the scope of work may result in adjustments to the price or completion time, and the obligation to perform may be revised accordingly due to updated requirements. The purpose of a quotation is to ensure transparency of costs and financial security for the Client. A quotation may be prepared on the basis of an estimation or cost/time assessment. A quotation prepared on the basis of a task description that proves to be incomplete or inconsistent with reality (e.g. lacking documented environmental specifics, hardware constraints, access limitations, etc.) and which prevents the Contractor from guaranteeing results, shall be treated as an estimation from the moment the Contractor provides evidence of the order’s incompleteness.

2. Estimation:

An estimation is **informational in nature** and does not impose cost limitations for the Client. It is prepared based on a detailed task description and analyzed using a statistical module

referencing previously completed projects of similar scope. It enables the prediction of time and costs for project execution but does not bind the Contractor to maintain a specific amount. Estimations help the Client with resource and schedule planning. Time estimations may be based on the Client's task history, thereby increasing statistical accuracy through consideration of the specifics of cooperation (e.g. additional operations related to code handover or documentation).

3. Cost and Time Assessment:

A cost and time assessment is a general forecast of costs and completion time, prepared even on the basis of a minimal or keyword-level task description. **It is strictly informational** and does not guarantee accuracy in costs or time. It is the broadest form of prediction and should be treated solely as a guideline for the Client.

4. In blanco orders:

An "in blanco order" refers to carrying out work without a complete, detailed definition of requirements and scope. In such cases, the Contractor reserves the right to determine additional conditions once the scope is clarified, by default according to the hourly rate and **actual time spent**. Such terms are typically applied where providing a quotation, estimation, or cost/time assessment is not possible or justified.

4. Requests and Communication

1. Communication with the Contractor is possible electronically, in one of the languages available on the website websome.pl.
2. Requests for new projects, changes, or support should be directed to the email address indicated by the Contractor or via a dedicated contact form.
3. All agreements regarding the scope of work should be confirmed in writing or electronically.
4. Projects are executed in accordance with the scope agreed upon with the Client.
5. Submission of an order to the Contractor is equivalent to acceptance of the presented scope of work as complete and acceptance of all resulting outcomes, including side effects.
6. The Contractor is not obliged to perform additional analyses of environments, components, business processes, or other elements that may affect the execution of the order unless explicitly agreed with the Client. In particular, the Contractor shall not be held responsible for verifying the correctness of the Client's business processes, the compliance of the Client's practices with applicable law, or the validity of the Client's system architecture or hardware configuration, especially free of charge.
7. Where additional analyses are necessary for proper execution of the order, the Client is obliged to commission such analyses either from the Contractor or another entity before submitting the final scope of work for assessment, approval of costs, and commencement of execution. In case of uncertainty about the necessity of such analyses, the Client should consult the Contractor before ordering the work.
8. In light of the above, the **Contractor is not obliged to remedy side effects or undesired states unless they are directly contrary to the original request.**
9. Only the Client's designated **account manager** is authorized to accept orders, categorize them, provide quotations, and allocate any resources on the Contractor's side.
10. Any changes to the scope of work must be agreed and approved by both parties.

11. Any such changes may result in adjustments to project deadlines and costs, as well as in revisions to the Contractor's obligations to perform or provide post-delivery support, due to, among others, lack of human resources, technical limitations, or infringement of third-party intellectual property rights.

5. Copyright and Intellectual Property

1. Copyright to the results of the work performed by the Contractor remains vested in the Contractor until full payment of remuneration by the Client.
2. For the Contractor's proprietary solutions and know-how - meaning elements developed earlier such as internal libraries, tools, templates, procedures, documents, frameworks, etc. - which the Contractor uses in the course of performing work for the Client, **the Contractor does not transfer full copyright to the Client** but instead grants a non-exclusive, perpetual license limited to use within the scope defined in the order or project.
3. Proprietary solutions and know-how of the Contractor also include all elements created during execution of work for the Client that were not explicitly ordered by the Client.
4. Example: If the Client orders an integration between systems A and B, the Client shall acquire copyright to the elements necessary for the integration to function (such as source code and compiled files) upon payment. However, if an additional tool is created or used (e.g. for integration testing, rapid deployment of test components, or any other purpose not essential to the integration and not included in the Client's detailed task description), the Contractor retains copyright to that additional tool.

6. Confidentiality

The Parties undertake to keep confidential all information obtained in the course of cooperation that is not publicly available.

7. Final Provisions

1. These GTC may be updated by the Contractor at any time.
2. Separate agreements between the Contractor and the Client shall prevail over these GTC.
3. Matters not regulated by these GTC shall be governed by the provisions of the Civil Code.