

End User License Agreement (EULA) for IntrexX software

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1. Scope of Application and Subject Matter

- 1.1. This End User License Agreement is entered into between INTREXX GmbH, Eugen-Martin-Str. 14, 79106 Freiburg, Germany ("**INTREXX GmbH**") and you as the end user with respect to the use of the IntrexX software ("Licensee").
- 1.2. INTREXX GmbH provides the software to the Licensee based on the following terms and conditions, unless otherwise contractually agreed between INTREXX GmbH and the Licensee.
- 1.3. Intended use of the software: The software is a low-code platform and must therefore be individually adapted and edited by the Licensee in every case. In doing so, however, the Licensee is prohibited from interfering with the program logic or the source code of the software or from modifying or circumventing the user administration.

2. Rights of Use

2.1. General provisions

- 2.1.1. The rights of use are defined by the acquired license. In no case is the Licensee granted a right to the source code of the software.
- 2.1.2. Unless otherwise agreed in writing, the Licensee shall not
 - 2.1.2.1. resell, lease, sublicense, distribute, or otherwise make the software available or accessible to third parties, whether for a fee or free of charge, unless such third parties are companies that assist the Licensee in creating the application;
 - 2.1.2.2. install or use the software in a way that circumvents or alters the integrated user management of IntrexX;
 - 2.1.2.3. to reverse engineer, decompile or disassemble the respective licensed software - without prejudice to mandatory statutory rights pursuant to Sec 69e German Copyright Act (UrhG) which remain unaffected by this provision - or to otherwise attempt to derive the source code of the software or parts thereof;
 - 2.1.2.4. create derivative works from the software, without prejudice to the provision under Section 2.1.9 below;
 - 2.1.2.5. use the software in a way that violates applicable law or the terms of this End User License Agreement;
 - 2.1.2.6. sell, rent, lease, license, sublicense, distribute, offer as a paid or free subscription, applications developed with the software, without prejudice to the provision under Section 2.1.9 below;
 - 2.1.2.7. develop, test, host or operate applications for third parties with the software.
- 2.1.3. The Licensee may only transfer a perpetual right to use the software to a third party if the Licensee at the same time renders all remaining copies of the software, including any previous versions, unusable and completely relinquishes any further right of use.
- 2.1.4. For lawful use of the software, the Licensee agrees not to use the software to provide, process, or store content that
 - 2.1.4.1. threatens, insults or causes harm to other persons or property;
 - 2.1.4.2. which is obviously false, defamatory, insulting or obscene;
 - 2.1.4.3. violates privacy or spreads racism or hatred;
 - 2.1.4.4. sends "junk mail," "spam," chain letters, or other unsolicited bulk email;
 - 2.1.4.5. infringes intellectual property or other proprietary rights;
 - 2.1.4.6. disseminates personal health information, credit card information, or similar sensitive information.

- 2.1.5. If INTREXX GmbH recognises that the Licensee is in breach of these provisions, INTREXX GmbH will notify the Licensee thereof. The Licensee will immediately initiate measures to remedy this violation. Should the Licensee fail to take appropriate measures to remedy the breach, INTREXX GmbH shall have the right to remedy the breach on its own. In this case, INTREXX GmbH shall not be liable for any damage incurred by the Licensee as a result.
- 2.1.6. By using the software, the Licensee expressly agrees to comply with all applicable laws, in particular anti-corruption laws, money laundering laws, antitrust laws, economic sanctions laws, export control laws, data protection laws and the laws to prevent modern slavery and human trafficking. INTREXX GmbH has the right to immediately prohibit the use should this passage be violated.
- 2.1.7. The software is protected by copyright laws and international copyright treaties (Sec. 69a et seqq. German Copyright Act (UrhG)). References to copyrights or other industrial property rights may not be changed, removed or otherwise made unrecognizable.
- 2.1.8. Copyrights of the applications created by the Licensee based on the software and their contents shall remain with the Licensee. INTREXX GmbH will not claim any rights to these applications.
- 2.1.9. Program modification: The Licensee may edit the software to the extent necessary for its intended use and to establish interoperability with other programs. Licensee is entitled to combine the software with other computer programs and to develop own applications and processes. Apart from this, any editing or modification of the software by the Licensee is prohibited, unless it is necessary to remedy a defect and INTREXX GmbH is in default with the rectification of such defect. In every case, it is prohibited to reverse engineer (decompile) the software or the written material or to create derivative works from the software. Also prohibited is the circumvention or modification of the user management or licensing technologies within the software.

2.2. Special types of usage

- 2.2.1. Trial operation: A demo version of the software shall be made available to the Licensee at <https://www.intrex.com>, which the licensee may use free of charge for 30 days.
- 2.2.2. Backup copy and duplication: The Licensee may make one backup copy. Additional copying of the software is not permitted.
- 2.2.3. Additional restrictions of use for Intrex PaaS:
- 2.2.3.1. The Licensee is prohibited from:
 - 2.2.3.1.1. modifying the foundations or structures of the Intrex PaaS Platform in any way;
 - 2.2.3.1.2. duplicating or republishing the Intrex PaaS Platform or the Intrex software;
 - 2.2.3.1.3. making Intrex PaaS available to persons other than the authorized users or making it accessible in any other way, whether for a fee or free of charge;
 - 2.2.3.1.4. modifying Intrex PaaS or its documentation or creating works based on them;
 - 2.2.3.1.5. accessing the Intrex PaaS platform or using the documentation to create and offer a comparable product/service that competes with Intrex PaaS.
 - 2.2.3.2. The Licensee is not entitled to provide third parties access to Intrex PaaS or to enable them to do so in any other way. Employees in the business operations of the Licensee and persons employed by the Licensee to help Licensee with the use of the software in accordance with the provisions of this End User License Agreement are not to be regarded as third parties in this sense. This shall not affect Licensee's right to operate the digitization platform created via Intrex PaaS as intended and to make it available for use by third parties in accordance with the licensed rights acquired by Licensee.

2.3. Types of licenses

- 2.3.1. Low-code platform: The low-code platform forms the basis for the operation of Intrex. The license for the low-code platform includes the right to install the software on one PC or server and to use the software for one instance on this PC or server.
- 2.3.2. The functionalities of the platform differ depending on the package and license type acquired by the Licensee.

2.3.3. Named User:

- The Named User License grants the named person the right to use the software.
- The purchaser of an IntrexX Low-Code Platform License requires a separate Named User License for each person who wishes to access the portal. It will be permanently assigned to the named person and cannot be shared with third parties.
- If the named person no longer needs access, his or her Named User license can be transferred to another named person.

2.3.4. Light User

- The Light User is a limited form of the Named User. The Light User can view applications in an IntrexX system without limitations, but can only edit up to five (5) previously specified applications. Apart from that, the Light User license corresponds to the Named User license.
- The freely selectable applications must be specified once per IntrexX instance and cannot be applied to different applications for different Light Users. The scope of the application for the individual Light User is based on INTREXX GmbH's specifications for the maximum application size. This amounts to a maximum of 30 data groups (including sub-groups) and a maximum of 250 pages. The actual application size can be viewed in the portal manager at application level.
- Light users can be upgraded to Named Users. The associated costs are calculated from the price difference between Light User and Named User.

2.3.5. Anonymous User

- For technical reasons, IntrexX requires an Anonymous User in the user administration. The Anonymous User is a user who can access content without a user name and password. This enables, for example, the display of the login page in the browser for IntrexX solutions. Likewise, certain information can be made accessible without limitation via the Anonymous User (e.g., when using IntrexX as a website). The access rights of the Anonymous User can be maintained and limited in the user administration of IntrexX.
- It is not permitted to use the Anonymous User instead of a Named User or Light User for productive use of the software.

2.3.6. External User

- External users are users who do not have an employment relationship with the Licensee. An employment relationship in the aforementioned sense exists, for example, for part-time and full-time employees, temporary or permanent employees, trainees or employees from temporary employment agencies.
- All users who are employed by the Licensee require a Named User or Light User license.

2.3.7. Test and development systems

- The license for test and development systems grants the right to use the software and all additional modules created by INTREXX GmbH by any number of named users for on-productive test and development purposes.
- The use of these licenses for productive systems is not permitted under any circumstances.
- The licenses for test and development systems are valid for a limited period of time and are regularly updated for current contracts.

2.4. Infringement of rights

The Licensee is liable for all damages incurred by INTREXX GmbH as a result of an infringement of these rights of use.

3. Collection of Statistical Data

The Licensee acknowledges and agrees that INTREXX GmbH regularly collects and processes technical information on the use of the software, its performance, configuration and the operating environment in order to improve the software and to prevent license misuse. These data will not be passed on to third parties. The data sent is not "personal data" as defined in Art. 4 no. 1 of the EU General Data Protection Regulation (GDPR), as no individual users are identified and cannot be identified from the collected data.

4. Conditions of Use

The Licensee shall ensure that it meets the technical and legal requirements to be able to use the software.

5. Export Control Provisions

- 5.1. The software may be subject to export control regulations of the Federal Republic of Germany, the European Union and/or the United States of America. The Licensee must observe any possible restrictions resulting therefrom and, if necessary, obtain the necessary approvals on its own. The Licensee indemnifies INTREXX GmbH against all consequences of any violation of this provision.
- 5.2. The Licensee shall in particular review and ensure that
 - the software, documentation and information provided are not used for an armaments-related, nuclear, weapons-related or other military purpose;
 - no companies and persons named in the US Denied Persons List (DPL) receive goods, software and technology of US origin;
 - no companies and persons named on the U.S. Warning List, U.S. Entity List, and U.S. Specially Designated Nationals List receive goods of U.S. origin without authorization;
 - the early warning notices of the responsible German authorities are observed.

6. Audit

- 6.1. At INTREXX GmbH's request, the Licensee shall enable INTREXX GmbH to verify that the licensed software is used in compliance with the provisions of this End User License Agreement and the other contractual provisions agreed upon between INTREXX GmbH and the Licensee, in particular whether the Licensee is using the licensed software qualitatively and quantitatively within the scope of the rights of use granted. For this purpose, the Licensee shall provide INTREXX GmbH with information, grant access to relevant documents and records and enable INTREXX GmbH, or an auditing company named by INTREXX GmbH and acceptable to the Licensee, to conduct an audit of the hardware and software environment used. INTREXX GmbH may conduct the audit on Licensee's premises during its regular business hours or have it conducted by third parties bound to secrecy. INTREXX GmbH will ensure that the Licensee's business operations on site are interfered with as little as possible and only to the extent this is mandatory for performing the audit.
- 6.2. If the audit reveals an excess of usage rights by more than 5% (five percent) or any other non-contractual usage, the costs of the audit are to be borne by the Licensee, otherwise INTREXX GmbH shall bear the costs of the audit itself.

7. Final Provisions

- 7.1. General terms and conditions of the Licensee shall not apply unless INTREXX GmbH has expressly agreed to their application in writing. This shall apply irrespective of whether the Licensee has referred to its general terms and conditions during the contract negotiations, upon acceptance of the contract or at a later point in time.
- 7.2. This End User License Agreement shall be exclusively governed by and construed in accordance with the substantive laws of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 7.3. Exclusive place of jurisdiction for all disputes arising from or in connection with this End User License Agreement is Freiburg im Breisgau, Germany.