Intrexx

End User Licence Agreement (EULA)

Status: Sept. 2026

1. Scope of application and subject matter

1.1. This End User Licence Agreement is concluded between Intrexx GmbH, Eugen-Martin-Straße 14, 79106 Freiburg, Germany (**"Intrexx"**) and you as the end user in relation to the use of the Intrexx software ("**Licensee**").

1.2. Intrexx shall make the software available to the Licensee on the basis of the following terms and conditions, unless otherwise contractually agreed between Intrexx and the Licensee.

1.3. Intended use of the software: The software is a low-code platform and must therefore always be individually adapted and edited by the Licensee. However, the Licensee is prohibited from interfering with the program logic or the source code of the software and 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 obtained licence. Under no circumstances is the Licensee granted a right to the source code of the software.

2.1.2. Unless otherwise agreed in writing, the Licensee may not

2.1.2.1. Resell, rent, sub-license, distribute or otherwise make the software available or accessible to third parties for a fee or free of charge, unless these third parties are companies that support the Licensee in the creation of the application;

2.1.2.2. Install or use the software in a way that circumvents or changes Intrexx‘s integrated user management;

2.1.2.3. Reverse engineer, decompile or disassemble the licensed software - notwithstanding mandatory statutory rights pursuant to § 69e UrhG (German Copyright Act) which remain unaffected by this provision - or attempt to deduce the source code of the software or parts thereof in any other way;

2.1.2.4. Create works derived from the software, notwithstanding the provision in section 2.1.9 below;

2.1.2.5. Use the Software in any way that violates applicable law or the terms of this Licence;

2.1.2.6. Sell, rent, lease, license, sub-license, distribute or offer as a paid or free subscription any applications developed using the Software, notwithstanding the provisions of Section 2.1.9 below;

2.1.2.7. Develop, test, host or operate applications for third parties using the Software.

2.1.3. The Licensee may only transfer a perpetual right to use the Software to a third party in its entirety if it simultaneously renders all remaining copies of the Software, including any previous versions, unusable and completely relinquishes any further right of use.

2.1.4. For the lawful use of the software, the Licensee agrees to refrain from using it to provide, process or store content that:

2.1.4.1. Threatens or insults other persons or causes damage to other persons or objects;

2.1.4.2. Is obviously false, defamatory, offensive or obscene;

2.1.4.3. Violates the protection of privacy or spreads racism or hatred;

2.1.4.4. Sends "junk mail", "spam", chain letters or other unsolicited bulk emails;

2.1.4.5. Infringes intellectual property or other proprietary rights;

2.1.4.6. Disseminates personal health data, credit card data or similar sensitive data.

2.1.5. Should Intrexx become aware that the Licensee is violating these provisions, Intrexx shall inform the Licensee accordingly. The Licensee shall immediately initiate measures to eliminate this violation. If the Licensee fails to take appropriate measures to remedy the breach, Intrexx shall be entitled to take remedial action itself. In this case, Intrexx 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, including but not limited to anti-corruption laws, money laundering laws, antitrust laws, laws concerning economic sanctions, export control laws, data protection laws and laws to prevent modern slavery and human trafficking. Intrexx has the right to immediately prohibit the use of the software if this provision is violated.

2.1.7. The software is protected by copyright laws and international copyright treaties (§§69a ff UrhG). Copyright is the subject of these licensing conditions. References to copyrights or other industrial property rights on or in the software may not be changed, removed or otherwise rendered unrecognisable.

2.1.8. Copyrights to the applications created by the Licensee on the basis of the Software and their content shall remain held by the Licensee. Intrexx shall not claim any rights to these applications.

2.1.9. Program modification: The Licensee may modify the Software insofar as this is necessary for its intended use and to establish interoperability with other programs. They are authorised to combine the software with other computer programs and to develop their own applications and processes. Apart from this, any processing or modification of the software by the Licensee is not permitted unless it serves to rectify a defect and Intrexx is in default regarding the rectification of this defect. In any case, it is prohibited to reverse engineer (decompile) the software or the written material or to create works derived from the software. It is also prohibited to circumvent or modify the user management or licensing technologies within the software.

2.2. Special forms of use

2.2.1. Test operation: The Licensee is provided with a demo version of the software at https://www.intrexx.com, which they can use free of charge for 30 days.

2.2.2. Backup copy and duplication: The Licensee is permitted to make one backup copy. Any further copies of the software are not permitted.

2.2.3. Additional usage restrictions for Intrexx PaaS:

2.2.3.1. The Licensee is prohibited from

2.2.3.1.1. Modifying the foundations or structures of the Intrexx PaaS platform in any way;

2.2.3.1.2. Reproducing or republishing the Intrexx PaaS platform or the Intrexx software;

2.2.3.1.3. Making Intrexx PaaS available to persons other than authorised users or making it accessible in any other way, whether for a fee or free of charge;

2.2.3.1.4. Modifying Intrexx PaaS or its documentation or creating works based on it;

2.2.3.1.5. Accessing the Intrexx PaaS platform or using the documentation to create and offer a comparable product/service that competes with Intrexx PaaS

2.2.3.2. The Licensee is not authorised to provide or otherwise enable third parties to access Intrexx PaaS. Third parties in this sense do not include employees of the Licensee's business operations or persons employed by the Licensee to ensure the intended use. This does not affect the Licensee's right to operate the digitalisation platform created via Intrexx PaaS as intended and to make it available to third parties for use to the extent licensed.

2.3. Licence types

2.3.1. Low-code platform: The low-code platform forms the basis for the operation of Intrexx. The licence for the low-code platform includes the right to use the software for one instance, on one PC or server, whereby the software is provided to the Customer for access via the Internet in the case of PaaS and installed on the Customer's own system in the case of rented and purchased licences.

2.3.2. The functionalities of the platform differ depending on the package and licence type purchased by the Licensee.

2.3.3. Named User:

- The Named User licence grants the named person the right to use the software.
- The purchaser of an Intrexx Low-Code Platform licence requires a separate Named User licence for each person who wishes to access the portal. This licence is permanently assigned to the named person and cannot be shared with third parties. If the person in question no longer requires access, their Named User licence can be transferred to another person by changing the name.

2.3.4. Light User:

- The Light User licence is a restricted form of the Named User licence. The Light User can view applications in an Intrexx system without restrictions, but can only edit up to 5 (in words: five) previously defined applications. Aside from this, the Light User licence corresponds to the Named User licence.
- The freely selectable applications must be defined 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 the Intrexx specifications for the maximum application size. This amounts to a maximum of 30 data groups (including subgroups) 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 based on the price difference between the Light User and Named User licences.

2.3.5. Anonymous User:

- For technical reasons, the Intrexx software 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 makes it possible, for example, to display the login page in the browser for Intrexx solutions. Certain information can also be made accessible without restriction via the Anonymous User (e.g. when using Intrexx as a website). The access rights of the Anonymous User can be maintained and restricted in the Intrexx user administration.

2.3.5.1. The use of the Anonymous User rather than a Named User or Light User for the use of the software in a production environment is not permitted.

2.3.6. External users:

- External users are users who are not in an employment relationship with the Licensee or a company affiliated with the Licensee within the meaning of §§ 15 ff. AktG (German Stock Corporation Act). An employment relationship in the aforementioned sense exists, for example, in the case of part-time and full-time employees, temporary or permanent employees, interns or employees from temporary employment agencies.

- All users who are employed by the Licensee or a company affiliated with the Licensee within the meaning of §§ 15 ff. AktG require a Named User or Light User licence.

2.3.7. Test and development systems:

- The licence for test and development systems grants the right to use the software and all additional modules created by Intrexx by any number of Named Users for non-production test and development purposes.
- The use of these licences for production systems is not permitted under any circumstances.
- The licences for test and development systems are generally valid for a limited period and are regularly updated for current contracts.

2.4. Infringement: The Licensee shall be liable for all damages incurred by Intrexx as a result of any infringement of these rights of use.

3. Collection of statistical data

The Licensee agrees that Intrexx may regularly collect and process technical information on the use of the software, its performance, configuration and the environment in which it is used in order to improve the software and to prevent misuse of the licence. The data will not be passed on to third parties. The data transmitted is not "personal data" within the meaning of Art. 4 No. 1 GDPR, as no individual users are identified and they cannot be identified using the data.

4. Conditions of use

The Licensee shall ensure that the technical and legal requirements are met in order to be able to use the software.

5. Export provisions

5.1. The software provided by Intrexx may be subject to export control regulations enforced by the Federal Republic of Germany, the European Union and/or the United States of America. The Licensee shall be obliged to observe any resulting restrictions and, if necessary, to obtain the necessary licences independently. The Licensee shall indemnify Intrexx against all consequences of any potential breach of this provision.

5.2. In particular, the Licensee shall check and ensure that:

- no companies or persons named in the US Denied Persons List (DPL) receive US origin goods, software or technology;
- no companies or persons named in the US Warning List, US Entity List and US Specially Designated Nationals List receive US originating products without authorisation;

- the early warning notices of the competent German authorities are observed.

6. Audit

6.1. At Intrexx's request, the Licensee shall enable Intrexx to check the use of the licensed software in accordance with the Agreement, in particular whether the Licensee is using the licensed software qualitatively and quantitatively within the scope of the granted rights of use. For this purpose, the Licensee shall provide Intrexx with information, grant access to relevant documents and records and enable an audit of the hardware and software environment used by Intrexx or an auditing firm named by Intrexx and acceptable to the Licensee. Intrexx may carry out the audit on the Licensee's premises during the Licensee's regular business hours or have it carried out by third parties bound to secrecy. Intrexx shall endeavour to ensure that the Licensee's business operations on site are disturbed as little as possible.

6.2. If the audit reveals that the rights of use have been exceeded by more than 5% (five per cent) or any other non-contractual use, the Licensee shall bear the costs of the audit, otherwise Intrexx shall bear the costs of the audit itself.

7. Final provisions

7.1. The LIcensee’s General Terms & Conditions shall not apply unless Intrexx has expressly agreed to their validity in writing. This shall apply irrespective of whether the Licensee has referred to their General Terms & Conditions during the contract negotiations, upon acceptance of the Agreement, or at a later point in time, and/or has otherwise referred to them.

7.2. This End User Licence Agreement shall be governed exclusively by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

7.3. The exclusive place of jurisdiction for all disputes arising from or in connection with this End User Licence Agreement is Freiburg im Breisgau.