Intrexx

Terms & Conditions of Rental

Status: Sept. 2026

1. Subject matter of the Contract

1.1. The subject matter of the Contract established on the basis of these Intrexx Terms and Conditions of Rental and the underlying offer is the provision of program copies of the "Intrexx" software solution, in object code, including the associated documentation (hereinafter collectively referred to as **"Contract Software")**, for a limited period of time during the term of the Contract, and the granting of the relevant rights of use in accordance with Section 3, below, as well as accompanying servicing and support services in accordance with the provisions of the Sections 2, 6, 7 and 8 below.

1.2. The Contract is concluded when the Customer accepts Intrexx's offer. Offers shall be deemed accepted if the Customer signs and returns the offer to Intrexx in due time (including by email) or otherwise indicates that they accepts the offer.

2. Scope of services

2.1. The Customer shall receive the latest version of the Contract Software at the time of conclusion of the Contract, including the agreed additional modules and applications, as well as the update and upgrade versions of the Contract Software, insofar as they are distributed by Intrexx in the country in which the Customer has its registered office during the term of the Contract. Update versions include hot fixes, online updates, minor releases and major releases (hereinafter referred to as "**Updates**"). The scope of performance of the respective Update is set out in the product description contained in the documentation at https://help.intrexx.com. The Customer shall be informed of the release of an Update in good time and shall receive the new licence keys for the use of the Update via their access to the Intrexx Support Centre.

2.2. Intrexx shall make the Contract Software available to the Customer exclusively for download via the Internet. After legally binding commissioning by the Customer, Intrexx shall provide the Customer with the licence key for the purchased program copies of the Contract Software.

2.3. Intrexx also reserves the right to decide in which operating environment the Updates may be used and, if necessary, to change the authorised hardware and software requirements or configurations for Updates. Changing the system requirements or the environment in which the Contract Software and updates are used is generally necessary in order to keep Intrexx's products up to date within the context of adaptation to ongoing technological

developments. The applicable system requirements are available at https://help.intrexx.com.

2.4. Intrexx also expressly reserves the right to determine the content of the Updates and the start of distribution of the Updates. In particular, the Updates may contain changes that improve the Contract Software with regard to general technical development and the general requirements of the end users of the Contract Software, or that Intrexx deems suitable for other reasons, e.g. for the purpose of bug fixing.

2.5. Updates provided must be installed by the Customer within four (4) weeks of notification of the release of the Update in question. Following the expiration of the aforementioned period, previous versions shall no longer be supported and Intrexx expressly reserves the right to invoice the Customer separately for additional expenses incurred in the provision of the contractual services and support services resulting from the use of an outdated version of the Contract Software, on the basis of its applicable standard remuneration rates.

2.6. Depending on the package purchased, the Customer is also entitled to use up to two non-production Intrexx instances for development and testing purposes during the term of the Contract.

3. Rights of use

3.1. Upon full payment of the fees to be paid in accordance with Section 4, Intrexx shall grant the Customer the non-exclusive, non-transferable right, limited in time to the term of the Contract, to use the Contract Software in the object code as intended to the extent specified in the End User Licence Agreement (EULA). The scope of the right of use depends on the licence type (Named User, Light User, External User etc.) and is set out in the End User Licence Agreement (EULA) for the Contract Software in the version applicable at the time the Contract is concluded, available at https://www.intrexx.com/de/legal.

3.2. Further details can be found in the End User Licence Agreement (EULA).

3.3. If the Customer uses the Contract Software to an extent that exceeds the acquired rights of use ether qualitatively (with regard to the type of use permitted) or quantitatively (with regard to the number of licences acquired), the Customer must immediately acquire the rights of use necessary for the permitted use.

4. Fees and billing terms

4.1. The fees for the contractual services and the billing terms are set out in the underlying offer from Intrexx, which was signed separately by the Customer.

4.2. The fees and all other prices are net plus VAT applied at the statutory rate. The VAT incurred shall be shown separately in the invoice and shall be paid by the Customer in addition to the fees, unless the Customer is domiciled abroad and a reverse charge

procedure applies in accordance with applicable tax law, according to which the VAT is to be paid by the Customer as the recipient of the service directly to the competent tax authority. If the Customer is domiciled in a third country outside the European Union, any national import sales tax and any customs duties and other fees incurred shall be borne by the Customer. Invoices are issued in euros. Invoices are sent to the Customer by email. The invoice amount must be paid in full to the account specified on the invoice within 10 days of receipt of the invoice. The date of receipt of payment shall be decisive.

4.3. The fees shall increase with each extension of the Contract (i.e. at the beginning of a new contract year, cf. Section 5.1) by 5% in each instance compared to the previously applicable price, i.e. since conclusion of the Contract or the last increase, unless Intrexx communicates other prices in writing at least 60 days before the Contract expires.

4.4. If the Customer acquires additional licences for the use of the Contract Software during the term of the Contract or upgrades to a higher package, the additional fee for the contractual services shall be charged from the time of acquisition of these additional licences and modules. Intrexx shall calculate the resulting increase in the fee until the end of the current billing period, after which the fee shall be calculated in total in accordance with Sections 4.1 to 4.3.

5. Term and termination

5.1. The term of the Contract shall commence upon the receipt of the login details for the Support Centre, and no later than upon activation of the licence. The initial term of the Contract is defined in the underlying offer. Unless otherwise stated in the offer, the Contract shall automatically be extended by a further year, unless it is terminated by either party with three (3) months' notice to the end of the respective term.

5.2. The mutual right to extraordinary termination for good cause (within the meaning of Section 314 BGB) shall remain unaffected. In particular, Intrexx shall be entitled to extraordinary termination for good cause if the Customer

5.2.1. Violates the rights of use granted to it and/or the copyrights of Intrexx; or

5.2.2. Is more than two months in arrears with payments due.

5.3. Terminations must be made in writing.

5.4. Upon termination of the Contract, the authorisation for further use of the Contract Software shall end. The Contract Software can be purchased at the list price valid at the time of termination of the Contract. If no purchase is made, the Customer shall cease to use the Contract Software upon termination of the Contract and shall completely and permanently delete all program copies of the Contract Software installed on its systems and provide Intrexx with a written confirmation of deletion upon request.

6. Support and service level

6.1. Intrexx operates a community forum through which the Customer can ask questions to the community and search for answers at any time. The Community Forum can be used 24/7, free of charge, by anyone who completes the one-off registration and can be accessed via the following link: https://community.intrexx.com/.

6.2. Intrexx operates a "Knowledge Base" in which the Intrexx support team responds to known questions and assists users in resolving problems themselves. The knowledge base can be used free of charge by all Intrexx customers and can be accessed via the following link: https://help.intrexx.com.

6.3. Depending on the package purchased, Intrexx provides the Customer with privileged access to the "Intrexx Support Centre" (ticket system), via which the Customer can enter all technical questions concerning the Contract Software, associated log files and/or other documents and view the respective processing statuses, regardless of the time (24/7). The Customer must identify themself by means of an access code. The exclusive login details and communication addresses provided to the Customer must not be passed on to third parties by the Customer.

6.4. For Customers with a **Professional package** or a **Professional Flex package**, Intrexx shall have qualified personnel available on working days (Monday to Friday with the exception of public holidays applicable in Baden-Württemberg and 24 December and 31 December) from 9.00 am to 5.00 pm (CET) ("**support hours**") to answer the Customer's telephone enquiries regarding the Contract Software. However, telephone enquiries may only be made in the event of critical faults (in accordance with section 7.1.1) and only after an enquiry has been created in the Support Centre . The "Intrexx Support Centre" is to be used exclusively for all other faults.

6.5. For Customers with an **Intrexx Premium Edition package**, Intrexx offers extended support times within the framework of extended support as follows: weekdays (Monday to Friday with the exception of public holidays applicable in Baden-Württemberg and 24 December and 31 December) 7 am to 7 pm (CET). The provisions of Section 6.4 above shall apply accordingly.

6.6. Intrexx is not obliged to respond to enquiries from the Customer:

6.6.1. That are obviously based on the fact that the minimum system requirements specified in the documentation for the Contract Software are not fulfilled;

6.6.2. That relate to products or malfunctions which are obviously not connected with the Contract Software and the system requirements necessary for its operation, e.g. including but not limited to virus scanners, security software, individual settings of the front-end web server or Citrix;

6.6.3. The content of which is the Customer's wish to realise additional functions or design options not available in the Contract Software and not promised in the documentation, e.g. including but not limited to application development or user configuration;

6.6.4. That have arisen because the Customer has carried out unauthorised installations or configurations of the Contract Software or undocumented interventions, e.g. including but not limited to manually changing files or making changes directly in the database;

6.6.5. That concern support for third-party systems within the system environment (operating system, database, etc.);

6.6.6. That relate to the support for customised application adaptations or individual extensions, such as JavaScript, Velocity Markup, Java and/or expert attributes;

6.6.7. That relate to previous versions of the Contract Software that have already been replaced by updates and which are no longer supported in accordance with the provisions in section 2.5 above .

7. Response times

7.1. The following fault classes apply to faults occurring during the term of the Contract in connection with the use of the Contract Software - depending on the severity of the fault and its (possible) effects:

7.1.1. **Critical disruption:** System failures in the production portal that completely prevent work from taking place, for example:

- Failure of the entire production portal;
- Failure of a primary production application;
- Failure of a primary production process.

7.1.2. **Major disruption:** System restrictions in the production portal that partially prevent or restrict work with the portal, while the primary functions are retained, for example:

- Significant restrictions in the operation of the production portal;
- Downtime or restrictions affecting a secondary production application;
- Restrictions affecting a primary production application;
- Downtime or restrictions affecting a secondary production application;
- Restrictions affecting a primary production process.

7.1.3. **Other disruptions:** Disruptions that require Intrexx to take action but do not or only insignificantly affect the use of the system, such as

- System failures and restrictions in non-production portals such as test or development systems;
- General enquiries regarding the system and its handling;
- Other enquiries in connection with the operation of the Contract Software.

7.1.4. The simultaneous occurrence of several faults may justify classification as a fault in the next category up.

7.2. The Customer must report faults immediately after they occur via the Intrexx Support Centre (each fault report is referred to as **a "ticket"**). The ticket contains a categorisation of the fault into the fault classes pursuant to Section 7.1 with regard to the expected impact on the Customer's business operations. The fault report must contain a comprehensible description of the fault that has occurred and must be truthful and sufficiently precise to enable Intrexx to begin rectifying the fault in a targeted manner.

7.3. Intrexx shall provide initial feedback on a ticket that fulfils the requirements in accordance with Section 7.2, taking into account the fault classes pursuant to Section 7.1, within the specified support times, and shall begin to rectify the fault. Unless otherwise agreed in writing between the parties, the following response times shall apply, in each case beginning with the opening of the ticket or other fault report:

	Starter	**Advanced**	**Professional**	**Premium**
Critical fault	24 hours	< 4h	< 2h	< 1h
Significant disruption	Reasonable effort	24 h	< 8h	< 4h
Other disturbance	Reasonable effort	Reasonable effort	48h	24h

7.4. The response time shall be delayed outside of support hours.

7.5. The elimination of a reported fault within a certain period of time cannot be guaranteed. If it is foreseeable for Intrexx that a critical or significant fault cannot be rectified within a reasonable period of time, Intrexx shall immediately endeavour to find a **workaround** and then rectify the fault as quickly as possible. The Customer shall be free to accept a workaround provided as the final remedy to a malfunction.

7.6. Faults caused by improper operation of the Contract Software by the Customer, force majeure or third-party intervention are not covered.

7.7. If it transpires that a fault reported by the Customer does not exist, was not reported truthfully or is not related to the Contract Software, Intrexx shall be entitled to invoice the Customer for the actual costs incurred for analysing and otherwise processing the fault on the basis of its applicable standard remuneration rates, depending on the time and effort involved

8. Customer's duty to cooperate

8.1. The Customer is responsible for ensuring that its system and the data processed on it are backed up regularly and also immediately before updates are installed.

8.2. In the event of a malfunction, the Customer is obliged to immediately provide Intrexx employees with all information, documents and data (portals, databases, applications, etc.) necessary for the provision of the contractual service and available to the Customer in the Intrexx Support Centre in a comprehensible form. The Customer guarantees unhindered, complete and uninterrupted access to the hardware and software infrastructure, provided that this does not conflict with the Customer's legitimate security interests.

8.3. The Customer shall ensure that at least one expert contact person who is sufficiently trained in the administration of the Contract Software and the other hardware and software infrastructure, and who has the necessary access authorisations, is available during regular working hours while support tickets are pending (not closed). Intrexx cannot provide analysis or customisation support without the presence of a contact person assigned by the Customer.

8.4. The Customer shall inform Intrexx immediately in text form and in sufficient detail concerning the changes in the hardware and software infrastructure that take place during pending (not closed) support tickets on the Customer side.

8.5. The Customer is solely responsible for the selection, deployment, installation and monitoring of the update process and for the intended results.

8.6. The Customer shall provide the necessary prerequisites, in particular with regard to hardware and software, for the installation and use of the updates.

8.7. In the event that Intrexx is required to access the Customer's server remotely for troubleshooting purposes, Intrexx shall not do this independently unless this has been agreed with the Customer in advance.

9. Warranty

9.1. Intrexx is obliged to maintain the contractually agreed quality of the Contract Software during the term of the Contract. The contractually obliged quality of the Contract Software is conclusively derived from the documentation available at https://help.intrexx.com. The information contained in the documentation is to be understood as a service description and not a guarantee. A guarantee is only granted if it has been expressly designated as such. The system requirements within which the Contract Software is to be used are also specified in the documentation.

9.2. Intrexx shall be entitled to amend the Contract Software and the documentation, if and insofar as this is necessary (i) to adapt to a new legal situation or jurisdiction, (ii) due to changed technical framework conditions (e.g. new browser versions or technical standards) or (iii) to guarantee data and system security. In addition, Intrexx may reasonably modify and adapt the Contract Software and the documentation in the context of further technical development, provided that the scope of performance and functions of the Contract Software is not adversely affected by the change for the

Customer and the Customer is not placed in a worse position by the change, taking into account the principles of good faith. The Customer shall be informed of changes in advance by e-mail.

9.3. The Customer shall be obliged to notify Intrexx in writing of any defects in the Contract Software as soon as they are discovered.

9.4. Intrexx shall rectify any material defects and defects of title in the Contract Software that occur and that impair the intended use to a more than insignificant extent within a reasonable period of time. Depending on the significance of the error, Intrexx may choose to rectify the error by supplying an update or by providing instructions for the elimination or circumvention of the effects of the error. The Customer shall provide Intrexx with the necessary access to the Contract Software for the purpose of rectifying the defect.

9.5. The Customer shall be obliged to accept a new version of the Contract Software provided by Intrexx by way of an update for the purpose of rectifying the error, unless this leads to unreasonable customisation and conversion problems for the Customer. Intrexx shall also fulfil its obligation to rectify errors by making updates provided with an automatic installation routine available for download in the "Intrexx Support Centre" and offering the Customer support in resolving any installation problems that may arise.

9.6. If the rectification of defects owed by Intrexx in accordance with Section 9.4 ultimately fails, the Customer shall be entitled to terminate the Contract extraordinarily for good cause. Failure to remedy the defect shall be deemed to exist, in particular, if it is impossible for Intrexx to remedy the defect, if Intrexx refuses to remedy the defect or if Intrexx cannot reasonably be expected to remedy the defect for the Customer for other reasons. If the Customer terminates the Contract extraordinarily, all program copies of the Contract Software must be destroyed, rendered unusable or returned to Intrexx.

9.7. The warranty for material defects shall not apply to defects that are based on the fact that the Contract Software is used by the Customer in a hardware or software environment that does not fulfil the system requirements of the Contract Software. Furthermore, Intrexx does not guarantee that the Contract Software fulfils the Customer’s requirements and purposes or that it works together with other programs selected by the Customer. The Customer shall be responsible for the correct selection and use of the Contract Software and the results intended or achieved with it.

10. Liability

10.1. In the case of intent and gross negligence and in the case of claims under the German Product Liability Act (Produkthaftungsgesetz) and damages due to injury to life, limb or health, Intrexx shall be liable without limitation in accordance with the statutory provisions.

10.2. Intrexx shall only be liable for simple negligence, irrespective of the legal grounds, in the event of a breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the Contract and on the observance of which the contractual partner may regularly rely (so-called cardinal obligations). Liability in the event of a breach of a material contractual obligation shall be limited to contractually typical damage, the occurrence of which Intrexx should have reasonably foreseen at the time the Contract was concluded on the basis of the circumstances known at that time.

10.3. Liability for loss of data shall be limited to the typical restoration costs that would have been incurred had backup copies been made regularly, and in accordance with the risks involved.

10.4. Claims for breach of contractual or statutory obligations, irrespective of the legal grounds, shall become time-barred 12 months after the injured party has become aware of the circumstances giving rise to the claim, but no later than 3 years after the breach of obligation. Grossly negligent ignorance shall be deemed equivalent to knowledge. This shall not apply to damages due to injury to life, limb or health or damages caused intentionally or fraudulently; in these cases, the statutory limitation period pursuant to §§ 195, 199 BGB shall apply.

10.5. Insofar as the liability of Intrexx is excluded or limited in accordance with this, Section 10, this shall also apply accordingly to the personal liability of Intrexx‘s legal representatives, employees and other vicarious agents.

10.6. Strict liability for initial defects pursuant to § 536a (1), Alt. 1 BGB is excluded.

10.7. Intrexx shall have no further liability.

11. Data protection

11.1. The parties shall ensure, within their respective areas of responsibility, that all applicable data protection provisions are complied with in the performance of the Contract, in particular those of the General Data Protection Regulation (EU/2016/679) (GDPR), the German Federal Data Protection Act (BDSG) and the German Act on Data Protection and Privacy in Telecommunications and Digital Services (TDDDG). Before performing the contractual services, Intrexx shall oblige the employees, subcontractors and other vicarious agents it deploys to treat personal data as strictly confidential and to process such data exclusively in accordance with the statutory provisions on data protection, the provisions of this Contract, and the Data Processing Agreement (DPA) concluded in accordance with Section 11.2 below.

11.2. Insofar as Intrexx processes personal data on behalf of the Customer in the course of the contractual services to be provided for the Customer and/or, if applicable, obtains access to personal data for which the Customer is the controller under data protection law within the meaning of Art. 4 (7) GDPR, or in any case where such access cannot be excluded, the provisions of the Data Processing Agreement pursuant to Art. 28 (3) GDPR

shall apply to the handling of this data, in the version valid at the time of the conclusion of the Contract, available at https://www.intrexx.com/de/legal, which is concluded separately by the parties and in which, in particular, the technical and organisational measures implemented to ensure data security and confidentiality of personal data in accordance with Art. 32 GDPR are binding. In the event of any contradictions or inconsistencies between the provisions of these Intrexx Terms and Conditions for Hire and the underlying offer on the one hand and those of the DPA on the other, the latter shall take precedence.

12. Final provisions

12.1. The validity of any provisions that deviate from or extend beyond these Intrexx Terms and Conditions for Hire is excluded. This applies in particular to the Customer's general terms and conditions of business, even if Intrexx accepts an order from the Customer in which the Customer refers to its general terms and conditions of business or to which these are attached and where Intrexx does not object to them.

12.2. The Customer may only offset undisputed or legally established claims against Intrexx.

12.3. The Customer may only assign claims against Intrexx arising from this Contract to third parties with the written consent of Intrexx.

12.4. Intrexx is authorised to cite the Customer's name as a reference (including the Customer’s company logo) on its homepage, social media presence or other marketing materials for the purpose of self-promotion. Any further publication or advertising (e.g. in the form of case studies) in connection with the business relationship requires the prior written approval of the Customer.

12.5. Intrexx is entitled to amend these Intrexx Rental Terms and Conditions unilaterally at any time, provided that the scope and quality of the services are not thereby reduced to the detriment of the Customer and also provided that the Customer is not unfairly disadvantaged in other respects either, taking into account the principles of good faith, in particular insofar as this is necessary to adapt to a change in the state of the art or legislation or for any other important reason. The Customer shall be notified of changes with a notice period of four (4) weeks by e-mail and/or via the customer portal. If the Customer agrees to the notified change or does not object to it in writing within three (3) weeks of receipt of the notification, the change shall be deemed agreed and shall enter into force on the notified change date; Intrexx shall draw the Customer's attention to this legal consequence separately in the course of the notification. In the event of an objection, Intrexx shall be entitled to prematurely terminate the Contract concluded with the Customer under these Terms and Conditions for good cause, subject to a notice period of one month. If Intrexx does not terminate the contract in the event of an objection, the previous terms and conditions shall continue to apply.

12.6. These Intrexx Terms and Conditions, the contractual relationship established on the basis of them and the underlying offer are subject exclusively to German law, to the exclusion

of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.7. The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract is Freiburg im Breisgau.

12.8. All annexes mentioned and referred to in these terms and conditions are a binding part of the Contract.