Intrexx Terms and Conditions for the Online Academy

As of: Sept. 2026

1. Subject matter of the contract

1.1. The subject matter of the contract concluded on the basis of these Intrexx Terms and Conditions and the underlying offer is the provision, for remuneration and limited to the term of the contract, of the Online Academy (**"training platform"**) and the granting of corresponding rights of use in accordance with Section 2 below, as well as the definition of the mutual rights and obligations in connection with the provision and use of the training platform and the content made available through it.

1.2. The contract shall come into effect when the customer accepts the offer from Intrexx. Offers shall be deemed accepted if the customer returns the offer to Intrexx signed within the specified period (including by email) or otherwise indicates that it accepts the offer.

1.3. The contract is directed exclusively at entrepreneurs within the scope of Section 14 of the German Civil Code (BGB) and at legal entities under public law.
Consumers within the context of Section 13 BGB are excluded from entering into the contract.

2. Rights of use

2.1. Upon full payment of the fees agreed pursuant to Section 3, Intrexx grants the customer a non-exclusive, non-transferable and non-sub-licensable right, limited to the term of the contract, to use the training platform and the content made available through it (self-study training courses) exclusively for its own internal training purposes.

2.2. Use is limited to loading, displaying and playing the content (self-study training courses) provided by Intrexx and to the maximum number of users included in the user package booked by the customer (**"use as intended"**).

2.3. The licence-free templates and sample solutions made available through the training platform may be used by the customer, either in their original form or as modified by the customer in any manner, without restriction, including for productive use, within its licensed Intrexx low-code platform.

2.4. Prior to the first login to the training platform, the customer is obliged to designate a principal contact person by stating their surname, first name and email address by email to academy@intrexx.com. The principal contact person shall count as one user.

2.5. Users of the training platform must be created as so-called named users by specifying their full name and email address. Named user accounts are personal and may be used exclusively by the employee named in each case.

2.6. Each user created reduces the maximum number of users included in the customer's booked user package by one (1) user, irrespective of whether and/or how often that user logs into the training platform and/or uses the content provided.

2.7. All users created during a usage period may be changed and/or replaced during the term of that usage period.

3. Fees and invoicing procedures

3.1. The fees for the services covered by the contract and the invoicing procedures are set out in the underlying offer from Intrexx, which has been signed separately by the customer.

3.2. The fees and all other prices are stated net plus VAT at the applicable statutory rate. The applicable VAT shall be shown separately on the invoice and is payable by the customer in addition to the fees, unless the customer is established abroad and, under applicable tax law, the reverse charge procedure applies, pursuant to which the VAT is to be accounted for directly by the customer as recipient of the service to the competent tax authority. If the customer is established in a third country outside the European Union, any applicable national import VAT, as well as any customs duties and further charges, shall be borne by the customer. Invoices shall be issued in euros and sent to the customer by email. The invoice amount must be paid in full within 10 days of receipt of the invoice to the account specified therein. The decisive factor shall be receipt of payment.

3.3. The fees shall increase upon each extension of the contract (i.e. at the beginning of a new contract year; see Section 4.1) by 5% compared to the price previously applicable since the conclusion of the contract or the last increase, unless Intrexx communicates different prices in writing at least 60 days before the contract anniversary.

3.4. If the customer acquires additional licences for use of the training platform during the term of the contract, the additional fee shall be charged from the date of acquisition of those additional licences. Intrexx shall charge the resulting increase in fees until the end of the current invoicing period; thereafter, the total fee shall be calculated in accordance with Sections 3.1 to 3.3.

4. Term and termination

4.1. The term of the contract shall commence upon receipt of the access data for the training platform. The initial term of the contract is defined in the underlying offer. Unless otherwise specified in the order, the contract shall automatically renew for successive one-year periods unless terminated by either party with three (3) months' notice to the end of the respective term.

4.2. The parties' mutual right to extraordinary termination for good cause (within the scope of Section 314 BGB) remains unaffected. In particular, Intrexx shall be entitled to extraordinary termination for good cause if the customer:

- infringes the rights of use granted under this contract and/or the intellectual property rights of Intrexx; or
- is in arrears with due payments for more than two months.

4.3. Terminations must be made in writing.

4.4. Upon termination of the contract, the right to continue using the training platform shall cease. Intrexx shall deactivate the customer's account at the time the contract ends and shall delete it, subject to any statutory retention obligations.

5. Provision and modification of training content

5.1. Intrexx shall make an unspecified quantity of content, in particular training materials and training videos, available to the customer and its users on the training platform. The quantity and content of the information provided shall be determined by Intrexx at its sole discretion. Intrexx is entitled to adapt and amend the content made available via the portal at any time. Intrexx undertakes to make training material on the fundamentals of application development permanently available.

5.2. Intrexx expressly reserves the right to determine the content and structure of the training material and the timing of its availability.

6. Availability/maintenance

6.1. Intrexx endeavours to provide an average annual availability of the training platform of 99.5% ("**usage time**"), but cannot provide any guarantee in this respect, as availability also depends on third-party services over which Intrexx has no system-related control (e.g. power or network outages). The targeted availability excludes, in particular, downtime due to planned maintenance work, as well as technical or other disruptions and problems outside Intrexx's sphere of influence (force majeure, fault of third parties, etc.).

6.2. Periods of planned unavailability, in particular for maintenance purposes, shall generally be announced to the customer one (1) week in advance by email or directly through the portal.

7. Obligations of the customer

7.1. The customer shall use the training platform exclusively within the scope of use as intended. In particular, it is not entitled to carry out edits and/or modifications to the training platform itself.

7.2. The customer is not permitted to reproduce and/or publicly perform or make publicly available the content provided through the training platform, in particular the training materials and videos, nor to grant unauthorised third parties use thereof or otherwise make it accessible.

7.3. The customer is not entitled to make its access to the training platform available to third parties for use. In particular, it is prohibited from selling or renting its access or disclosing the access data communicated to it to third parties.

7.4. The customer is obliged to inform the principal contact person and its users of these provisions and to ensure they comply. Upon request, appropriate evidence of such measures must be provided to Intrexx.

7.5. The customer shall ensure that its users also comply with the obligations incumbent upon it under this Section 7 and shall be liable for the fault of its users as for its own fault.

8. Liability

8.1. In cases of intent and gross negligence, as well as for claims under the German Product Liability Act and for damage resulting from injury to life, limb or health, Intrexx shall be liable without limitation in accordance with the statutory provisions.

8.2. In cases of simple negligence, irrespective of the legal grounds, Intrexx shall be liable only for breach of an essential contractual obligation whose fulfilment is a prerequisite for the proper performance of the contract and on compliance with which the contractual partner may regularly rely (so-called cardinal obligations). In the event of breach of an essential contractual obligation, liability shall be limited to the contract-typical damage foreseeable at the time of conclusion of the contract on the basis of the circumstances known at that time.

8.3. Liability for loss of data shall be limited to the typical recovery effort that would have arisen if regular and risk-appropriate backup copies had been made.

8.4. Claims for breach of contractual or statutory obligations, irrespective of the legal grounds, shall become time-barred 12 months after the injured contractual party became aware of the circumstances giving rise to the claim, but no later than three years after the breach. Grossly negligent lack of knowledge shall be deemed equivalent to knowledge. This shall not apply to damage resulting from injury to life, limb or health or to damage caused intentionally or fraudulently; in such cases, the statutory limitation periods pursuant to Sections 195 and 199 BGB shall apply.

8.5. To the extent that Intrexx's liability is excluded or limited under this Section 8, it shall also apply accordingly to the personal liability of Intrexx's legal representatives, employees and other vicarious agents.

8.6. Strict liability for initial defects pursuant to Section 536a(1), first alternative, BGB is excluded.

8.7. Any further liability of Intrexx is excluded.

9. Data protection

9.1. Within their respective spheres of responsibility, the parties shall ensure that all applicable data protection provisions are observed 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 Telecommunications Digital Services Data Protection Act (TDDDG). Intrexx shall require its employees, subcontractors and other vicarious agents engaged in the performance of the contractual services to treat personal data as strictly confidential and to process such data exclusively in accordance with the statutory data protection provisions, the provisions of this contract and the data processing agreement (DPA) concluded pursuant to Section 9.2 below.

9.2. Insofar as Intrexx, in the course of performing the contractual services for the customer, processes personal data on behalf of the customer and/or may have access to personal data for which the customer is the controller within the scope of Article 4(7) GDPR, or where such access cannot be ruled out, the provisions of the data processing agreement pursuant to Article 28(3) GDPR, in the version valid at the time of conclusion of the contract and available at https://www.intrexx.com/de/legal, shall apply to the handling of such data. This agreement shall be concluded separately and shall, in particular, set out in a binding manner the technical and organisational measures implemented to ensure data security and confidentiality of personal data in accordance with Article 32 GDPR. In the event of any conflicts or inconsistencies between these Intrexx Terms and Conditions for the Online Academy and the underlying offer on the one hand, and the DPA on the other, the latter shall prevail.

10.Final provisions

10.1. The applicability of provisions that deviate from or go beyond these Intrexx Terms and Conditions for the Online Academy is excluded. This applies in particular to the customer's own general terms and conditions, even if Intrexx accepts an order from the customer in which the customer refers to its general terms and conditions or encloses them and Intrexx does not object.

10.2. The customer may set off claims against Intrexx only against claims that are undisputed or have been finally adjudicated.

10.3. The customer may assign claims against Intrexx under this contract to third parties only with Intrexx's prior written consent.

10.4. Intrexx is entitled to name the customer as a reference for its own advertising purposes on its website, social media presences or other marketing materials (including the company logo). Any publication or advertising going beyond this (e.g. in the form of case studies) in connection with the business relationship requires the customer's prior approval in text form.

10.5. Intrexx is entitled at any time to amend these Intrexx Terms and Conditions unilaterally, provided that the scope and quality of the services are not reduced to the detriment of the customer and the customer is not otherwise unfairly disadvantaged, taking into account the principles of good faith, in particular insofar as this is necessary to adapt to changes in the state of the art or legislation or for another important reason. Amendments shall be announced to the customer with an advance notice period of four (4) weeks by email and/or via the customer portal. If the customer agrees to the announced amendment or does not object to it in text form within three (3) weeks of receipt of the announcement, the amendment shall be deemed agreed and shall enter into force on the announced amendment date; Intrexx will specifically draw the customer's attention to this legal consequence in the notice. In the event of an objection, Intrexx is entitled to terminate the contract concluded with the customer under these terms and conditions early, for good cause, by giving one month's notice. If Intrexx does not terminate the contract in the event of an objection, the previous terms and conditions shall continue to apply to the contract.

10.6. These Intrexx Terms and Conditions for the Online Academy and the contractual relationship established on their basis and the underlying offer are governed exclusively by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.7. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is Freiburg.

10.8. All annexes named and referenced in these Intrexx Terms and Conditions form a binding part of the contract.