Intrexx

PaaS Terms & Conditions

Status: Sept. 2026

1. Subject matter of the Contract

1.1. The subject matter of the Contract established on the basis of these Intrexx Paas Terms & Conditions and the underlying offer is the provision of copies of the "Intrexx" software solution as a platform-as-a-service via the Internet ("**Contract Software**" or "**Intrexx PaaS**") for a limited period of time during the term of the Contract and the granting of related rights of use in accordance with Section 2 below, as well as accompanying service and support services in accordance with the provisions of Sections 5-10 below.

1.2. The Contract is concluded upon acceptance of Intrexx's offer by the Customer. 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 accept the offer.

1.3. 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. This includes 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 available at https://help.intrexx.com.

1.4. Intrexx 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 the 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.

1.5. Depending on the package purchased, the Customer is authorised to use up to two non-production local instances of the Contract Software for development and test purposes during the term of the Contract. These development and test systems are not available as a PaaS platform as standard.

2. Rights of use

2.1. Upon full payment of the fees to be paid in accordance with Section 3, Intrexx shall grant the Customer the non-exclusive, non-transferable right, limited in time to the term of this 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 type of licence (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.

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

2.3. If the Customer uses Intrexx PaaS to an extent that exceeds the acquired rights of use either 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.

3. Fees and billing terms

3.1. 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.

3.2. The fees and all other prices are net plus VAT applied at the statutory rate. The applicable VAT 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 Customer as the recipient of the service must pay the VAT 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.

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

3.4. If the Customer acquires additional licences for the use of the Contract Software during the term of this 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 up to the end of the current billing period, after which the 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 the receipt of the access data 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 one of the parties with three (3) months' notice to the end of the respective term.

4.2. 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

4.2.1. Violates the rights of use granted to him and/or the copyrights of Intrexx; or

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

4.3. Terminations must be made in writing.

4.4. 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. After termination of this Contract, the Customer can receive an export of their Intrexx portal. The data will be transferred within four weeks of the expiry of the Contract. Thereafter, the data will be deleted by Intrexx.

5. Provision and availability

5.1. Once the order has been placed and all the information required by the Customer has been provided, Intrexx shall make Intrexx PaaS available to the Customer at the start of the Contract term. If the start of the Contract falls on a weekend or public holiday, provision shall take place on the following working day.

5.2. The Customer shall be notified of the successful provision of Intrexx PaaS by means of an email containing the URL for user access to Intrexx PaaS as well as the administration access credentials.

5.3. Intrexx guarantees an annual average availability of Intrexx PaaS of 99.4%. The annual availability is calculated based on the total number of minutes of an operating year minus the number of minutes of the operating year during which Intrexx PaaS is not available, divided by the total number of minutes of the operating year, multiplied by 100.

Availability in %

$$= \frac{\text{(Number of minutes in the operating year - unavailable minutes in the operating year)} \times 100}{\text{Number of minutes in the operating year}}$$

The unavailable time is determined on the basis of the fault ticket records of the faults for which Intrexx is responsible. When calculating availability, downtime due to planned and previously communicated maintenance times in accordance with Section 6.4 is not taken into account. Downtime and errors for which the Customer is responsible shall not be taken into account either. The maximum downtime applies exclusively to errors of the "critical fault" support level (see Section 9.1.1) and does not include the recovery of large

amounts of data. Availability refers to the period of time during which the Customer's portal is available to users as intended.

5.4. The Customer shall be responsible for ensuring the Internet connection between the Customer and the data centre used by Intrexx for the provision of Intrexx PaaS and the hardware and software required for this purpose (e.g. PC, network connection, browser). Intrexx shall provide its service at the connection point of the data centre it uses for the provision of Intrexx PaaS to the Internet. Intrexx shall only be liable for non-compliance with the agreed availability if it is responsible for the downtime. In particular, Intrexx shall not be liable for availability restrictions due to network and power failures beyond Intrexx's control, failures due to force majeure, third-party default (e.g. denial-of-service attacks, etc.) or for failures and disruptions caused by the Customer.

5.5. If the guaranteed availability of Intrexx PaaS is not fulfilled, Intrexx shall reimburse the Customer for the monthly fees paid on a pro rata basis by granting a credit note. The amount of the credit note shall be calculated as follows:

- Availability below 99.4% and a slow as 90% as an annual average: credit of 1/24 of the total fees paid by the Customer in the relevant operating year.
- Availability below 90% as an annual average: credit of 1/12 of the total fees paid by the Customer in the relevant operating year.

Credits will only be issued if the Customer notifies Intrexx in text form within 14 days of receipt of the service level report for the relevant operating year (starting for the first time with the date of commencement of the Contract) for which the claim of non-compliance with the service level is asserted. The credit note shall be offset against the next invoice. Further claims asserted by the Customer shall be excluded to the extent permitted by law. In any case, credit notes issued by Intrexx shall be offset against any further claims for damages or reduction in price on the part of the Customer due to the non-availability of Intrexx PaaS.

6. Infrastructure and maintenance

6.1. Intrexx PaaS includes the following access:

- User access via the web interface with encrypted communication via HTTPS;
- Administrative access via a locally installed Intrexx Portal Manager;
- Administrative access via a locally installed Intrexx Portal Manager via HTTPS;
- Sending of emails;

The following Intrexx PaaS configurations can also be realised on individual request:

- Own URL/domain (e.g. myIntrexx.my-real-company.com);
- Email dispatch with your own domain.

The certificate, the domain name and all technically required files must be provided by the Customer. If the certificate is renewed, the Customer is obliged to provide the necessary

data in due time before the existing certificate expires. Intrexx accepts no liability for failures due to files not being provided.

6.2. Intrexx PaaS is provided with the entire infrastructure via one or more data centres, which have the usual market certifications and comply with the relevant industry standards. Data processing takes place exclusively within the EU/EEA, unless expressly requested and commissioned otherwise by the Customer. Intrexx itself is certified in accordance with ISO 27001:2022 (information security), among other certifications. The certifications obtained by Intrexx are available at [https://www.intrexx.com/de/rechtliches/]. Further information on the certifications and standards of the data centres used for Intrexx PaaS can be found on the website of the respective operator and is otherwise available on request.

6.3. There are three maintenance categories:

Monthly: Monthly maintenance takes place on the first Tuesday of the month from 6 pm. Security and operating system updates, updates to the Contract Software and the involved components are installed during these maintenance windows. A reminder will be sent to the Customer by email at least 7 days in advance.

Planned, critical: In isolated instances, critical scheduled maintenance may also be required with regard to security, system stability and the updating of the Contract Software via updates. These activities are announced to the Customer 72 hours in advance by email. As a rule, these maintenance activities can be scheduled flexibly to accommodate the Customer's business requirements. Intrexx will make reasonable preparations for this type of maintenance whenever possible.

Unplanned: Unplanned downtime refers to any loss of production system availability that is not announced to the Customer at least 72 hours in advance. This downtime is usually of the system failure type, but can also relate to proactive emergency maintenance performed to prevent a system failure or to ensure the security of the platform. Service interruption notifications are sent as soon as maintenance is scheduled or monitoring has determined that the Customer's system is unavailable. At least 24 hours' notice is provided where feasible. This type of downtime is taken into account in the availability calculation in accordance with section 5.3.

6.4. Continuous monitoring of all service components (infrastructure and application) is used to recognise and prevent failures and overloads at an early stage.

6.5. Maintenance to install updates is mandatory. The suspension of maintenance or deferral of updates is not permissible. In particular, Intrexx is authorised to install security-relevant updates with critical security fixes at any time within 72 hours of publication of the update in question.

6.6. Intrexx is not responsible for maintaining customer-specific adaptations to applications, processes, layouts or other individual extensions, such as those resulting from the use of JavaScript, Velocity Markup, Groovy Code, Java and/or expert attributes, or for ensuring their flawless functionality following an update.

7. Security and data management

7.1. There is no direct access to the server or accompanying components (database, web server, file system). Access is provided via the Intrexx Portal Manager, which must be installed locally on the Customer's computer.

7.2. The Intrexx portal features the following security measures:

- **Encryption**: Communication between the Intrexx Portal Manager and the portal server is protected at all times by a strong SSL-encrypted connection. Access to the portal's web interface is also protected via HTTPS and offers the highest level of security and reliability.
- Firewalls: In addition, "stateful inspection" firewalls are used. These firewalls analyse all incoming data traffic and prevent known or typical attacks originating from the Internet.

7.3. A backup of the entire system is created every 24 hours. In the event of a system failure, this backup is restored meaning that, at the very least, the status as it was 24 hours previously is made available again. The backup is preferably created at times when no major user activity is expected.

8. Support and service level

8.1. 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/.

8.2. Intrexx operates a "Knowledge Base" in which the Intrexx support team responds to known questions and problems 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.

8.3. 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.

8.4. 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 and 31 December) from 9 am to 5 pm (CET) ("**Support Times**") for telephone enquiries from the Customer regarding the Contract Software. However, telephone enquiries may only be made in the event of critical faults (in accordance with Section 9.1.1) 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.

8.5. 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 8.4 above shall apply accordingly.

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

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

8.6.2. 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;

8.6.3. 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;

8.6.4. 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;

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

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

8.6.7. That relate to previous versions of the Contract Software that have already been replaced by Updates.

9. Response times

9.1. 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:

9.1.1. **Critical malfunction:** 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.

9.1.2. **Major disruption:** System restrictions in the production portal that partially prevent or restrict work with the portal, while 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.

9.1.3. **Other disruption:** 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.

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

9.2. 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 9.1 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.

9.3. Intrexx provides a publicly available status page via https://status.myintrexx.de/ where the customer is informed about known issues.

9.4. Intrexx shall provide initial feedback on a ticket that fulfils the requirements in accordance with Section 9.2, taking into account the fault classes pursuant to Section 9.1, 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 disruption	24 hours	< 4h	< 2h	< 1h
Significant disruption	Reasonable effort	24 h	< 8h	< 4h
Other disruption	Reasonable effort	Reasonable effort	48h	24h

9.5. Outside of support hours, the response time is inhibited.

9.6. 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 for a malfunction.

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

9.8. 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

10. Duty of the customer to cooperate

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

10.2. 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 a comprehensible form in the Intrexx Support Centre. 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.

10.3. 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.

10.4. 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.

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

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

10.7. 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.

11. Warranty

11.1. 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.

11.2. 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 to the detriment of 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 email.

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

11.4. 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.

11.5. 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.

11.6. If the rectification of defects owed by Intrexx in accordance with Section 11.4 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 cancels the contract extraordinarily, all program copies of the Contract Software must be destroyed, rendered unusable or returned to Intrexx.

11.7. 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.

12. Liability

12.1. 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 statutory provisions.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. Insofar as the liability of Intrexx is excluded or limited in accordance with this, Section 12, this shall also apply accordingly to the personal liability of the Intrexx's legal representatives, employees and other vicarious agents.

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

12.7. Intrexx shall have no further liability.

13. Data protection

13.1. 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 Federal Data Protection Act (BDSG) and the 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 Agreement on Order Processing (AVV) concluded in accordance with Section 13.2 below.

13.2. 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 specifically implemented to ensure data security and confidentiality of the 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 PaaS and the underlying offer on the one hand and those of the AVV on the other, the latter shall take precedence.

14. Final provisions

14.1. The validity of deviating provisions or provisions that extend beyond these Intrexx Terms and Conditions for PaaS is excluded. This shall apply 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.

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

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

14.4. Intrexx is authorised to use 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.

14.5. Intrexx is entitled to amend these Intrexx Terms and Conditions for PaaS unilaterally at any time, provided that the scope and quality of the services are not thereby 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 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 email 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.

14.6. 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).

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

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