Intrexx Terms & Conditions for Services

Status: Sept. 2026

1. Subject matter of the Contract

1.1. Intrexx shall provide consulting, training and support services for the Intrexx software solution in accordance with Section 2 below.

1.2. The Customer shall be responsible for the use, deployment and utilisation of the contractual services. The contractual services shall be provided exclusively on the basis of a service contract in accordance with §§ 611 ff. BGB (German Civil Code).

1.3. The Contract is concluded when the Customer accepts Intrexx's offer for the contractual services. Offers shall be deemed accepted if the Customer returns the signed offer to Intrexx in due time (including by email) or otherwise indicates that it accepts the offer.

2. Scope of services, consultancy package, service requests

2.1. The specific design of the contractual services, the tasks and objectives, planned times and the type and scope of the services shall be defined jointly by both parties at the beginning and recorded in writing in the form of an offer with an attached Statement of Work (SoW), project plan or specifications.

2.2. Intrexx shall provide the contractual services on its own responsibility and shall not be subject to any instructions in the fulfilment of the tasks undertaken for the Customer and, in particular, shall not be bound to specific times.

2.3. Intrexx shall generally provide its services from its registered office, by telephone or Teams, or remotely. On request and on the basis of a separate agreement, Intrexx shall if necessary also provide its services on site at the Customer's premises in return for additional remuneration, in particular the reimbursement of travel expenses (see section 3.5). Unless otherwise agreed in the underlying offer, on-site appointments shall generally take place between 9 am and 5 pm.

2.4. The Customer has the option of booking a prepaid consultancy package with a certain number of person-days (hereinafter "**consultancy package**") for the contractual services to be provided. If the Customer wishes to make use of this option, Intrexx shall submit a corresponding offer to the Customer on request. Within the consultancy package, the Customer may request and utilise the required contractual services from Intrexx by

means of a text-based message (e.g. by email). Unless expressly stated otherwise in the relevant offer, the consultancy package shall generally be utilised in coordination with Intrexx and within twelve (12) months of the order (the "**Request Period**"). Service times not utilised within the Request Period shall expire at the end of the Request Period and are not refundable or transferable. Intrexx shall inform the Customer in text form on a monthly basis of the volume of the consultancy package utilised and shall also inform the Customer immediately in text form as soon as the consultancy package has been fully utilised.

3. Remuneration and terms of payment

3.1. If the Customer has booked a consultancy package in accordance with section 2.4, the Customer shall pay the price shown in the underlying Intrexx offer, which shall be invoiced in full in advance. The Customer shall be notified of the time worked by Intrexx on a monthly basis, stating the date of performance, the daily rate of the respective employee and a description of the work performed. This time will then be deducted from the consultancy package.

3.2. If no consultancy package has been agreed or the Customer wishes to utilise contractual services in excess of the booked consultancy package, these services shall be invoiced and remunerated on a time and material basis using Intrexx's current standard remuneration rates and invoiced retroactively at the end of each month. Services to be provided in excess of a booked consultancy package require the prior written approval of the Customer or the booking of a new consultancy package.

3.3. All invoices are due for payment, without deductions, within 10 days of receipt of the invoice. Invoices from Intrexx shall contain details of the time worked by each employee deployed, stating the date of performance, the daily rate of the respective employee, and a description of the services invoiced and the expenses to be reimbursed.

3.4. Unless otherwise expressly agreed, all prices are quoted net plus VAT at the statutory rate.

3.5. In addition, Intrexx shall be entitled to the reimbursement of the expenses necessary and proven to have been performed for the provision of the contractual services, including any necessary travel expenses, in the amount approved in advance by the Customer in writing and proven by Intrexx.

3.6. If the Customer cancels a mutually confirmed appointment with less than one (1) weeks' notice to Intrexx or requests a postponement of the appointment, the following shall apply:

3.6.1. With respect to on-site appointments, (i) if cancellation is made by the Customer less than one (1) week prior to the scheduled date for such services, 50% of the scheduled service time will be forfeited and the associated fees will be due (whether prepaid or due pursuant to a purchase order), or (ii) if the cancellation is made by

the Customer within twenty-four (24) hours of the scheduled date for such services, 100% of the scheduled service time will be forfeited and the associated fees will be due (regardless of whether they were prepaid or are due based on a purchase order);

3.6.2. With respect to Remote Services, (iii) if cancelled by Customer within forty-eight (48) hours of the scheduled time for such services, 50% of the scheduled service time will be forfeited and the associated fees will be due; or (iv) if cancelled by Customer within twelve (12) hours of the scheduled time for such services, 100% of the scheduled service time will be forfeited and the associated fees will be due, unless otherwise agreed by Intrexx at its sole discretion.

3.7. The remuneration rates agreed between Intrexx and the Customer for the provision of the contractual services shall increase annually on 1 January of each year by 5% compared to the price previously applicable, i.e. since conclusion of the Contract or since the last increase, unless Intrexx communicates other prices in writing at least 60 days before the Contract expires.

4. Contract term and cancellation

4.1. The Contract ends automatically when

4.1.1. The agreed services have been provided in full; or

4.1.2. The agreed consulting contingent has been used up.

4.2. In addition, the Contract can be cancelled by either party at any time with a notice period of three (3) months.

4.3. The right of both parties to extraordinary cancellation for good cause remains unaffected.

4.4. Any cancellation of the Contract must be in text form in order to be effective (§ 126b BGB).

4.5. Services rendered up to the effective date of cancellation shall be remunerated.

5. Deployed personnel

5.1. Intrexx shall be free to choose the persons it deploys to provide the contractual services. Intrexx shall ensure that the persons it deploys are sufficiently qualified to provide the services. The Customer shall have no claim to the deployment of specific persons.

5.2. Intrexx shall endeavour to ensure continuity in the personnel deployed for the Customer and shall, where possible, notify the Customer in advance of any replacement of the deployed personnel.

5.3. If the qualifications of the persons deployed by Intrexx do not meet the contractually agreed requirements or if the deployment of these persons is unreasonable for the

Customer for other reasons, the Customer shall inform Intrexx of this immediately, at least in text form. Intrexx shall immediately take suitable measures to remedy the situation.

5.4. The personnel deployed by Intrexx to provide the services are not subject to the Customer's authority to issue instructions. The organisation of the services to be provided and the allocation, instruction, monitoring and control of the employees deployed shall be carried out exclusively by Intrexx itself. This applies, in particular, if persons employed by Intrexx provide the services on the Customer's premises in individual cases. Both parties shall take suitable measures to prevent the hiring of temporary agency employees.

5.5. Intrexx shall also be authorised to have services performed by qualified third parties.

6. Customer’s duty to cooperate

6.1. The Customer shall provide the agreed cooperative services required for the provision of services by Intrexx, including the provision of materials to Intrexx, immediately upon first request and free of charge, in particular the

- provision of all necessary information;
- granting of access to its premises and access to its employees or their workplaces during normal business hours for on-site appointments;
- provision of the necessary working materials;
- granting of access to its IT systems;
- provision of data protection-compliant test data.

6.2. Intrexx shall request in text form (e.g. by email) any cooperative acts that become necessary during the term of the Contract, allowing a reasonable lead time.

6.3. Intrexx shall notify the Customer without delay, at least in text form, of instances it considers to be inadequate cooperation.

7. Access to third-party software

7.1. For certain services, Intrexx requires access to certain data and systems ("**third-party systems**") which are accessed via the Customer’s accounts and with the Customer’s login information, in order to realise integrations in or from these systems. The access required for this may include accessing, uploading, downloading, displaying and, if necessary, modifying the data of third parties.

7.2. The Customer acknowledges and agrees that services in conjunction with third party systems are dependent on the relevant third party systems granting access to the Customer's account and data to Intrexx as the Customer's service provider.

7.3. The Customer must grant Intrexx timely and appropriate access to its login details and password for the third-party system so that Intrexx can access third-party systems via the Customer's account, insofar as this is necessary for Intrexx to provide the services.

7.4. The Customer acknowledges and agrees that Intrexx's provision of the Deliverables with respect to third-party system data is contingent upon Intrexx receiving correct and accurate third-party system account information from the Customer and upon the policies, APIs and/or terms of use of the respective third-party system providers making the data available in the format required for retrieval, free of charge and without restriction.

7.5. Intrexx shall not be held responsible for changes or disruptions to the work results resulting from changes to the guidelines, APIs or terms of use of the third-party system providers.

7.6. The Customer hereby grants Intrexx the right, for the sole purpose of providing the contractual services to the Customer, to:

- Access the Customer's third-party systems;
- Access and retrieve data from the third-party systems via the Customer's account;
- Collect, store, use, distribute, copy, modify and process data exclusively for the provision of the services; and
- To take measures in relation to the Customer's accounts that are necessary for the provision of the services.

7.7. The Customer shall ensure that the collection, uploading, transmission, processing and storage of data from third-party systems and other data provided to Intrexx by the Customer in connection with Customer's use of the Services is at all times consistent with Customer's own policies regarding the privacy and protection of user information, all applicable third party terms and conditions and privacy policies, including any applicable third-party system provider terms and conditions, and all applicable laws, rules and regulations, including those relating to the processing, storage, use, re-use, disclosure, security, protection and handling of third-party data.

8. Rights of use

The Customer is aware that (i) the contractual services are provided on the basis of the Intrexx low-code platform, (ii) corresponding Intrexx licences are required by the Customer for the use of the work results and (iii) the work results cannot be used without the Intrexx platform. The following rights of use shall apply to the work results created by Intrexx when providing the contractual services.

8.1. **Customised solutions:** Intrexx shall grant the Customer a non-transferable, exclusive right, unlimited in time and space, to use the work results in the contractually stipulated scope exclusively for the Customer's own internal purposes in accordance with their

intended use, upon full payment of the remuneration owed for the respective service ("**customised solutions**"). This shall only apply to those parts of the work results that have been newly developed by Intrexx, specifically for the Customer.

8.2. **Other work results:** Upon full payment of the remuneration owed for the respective service , Intrexx shall grant the Customer a non-transferable, non-exclusive right, unlimited in time and space, to use other work results that were not newly developed specifically for the Customer and that are therefore not individual solutions within the meaning of Section 8.1 above, to the extent provided for in the Contract, exclusively for the Customer's own internal purposes as intended.

8.3. **Rights to work equipment used and pre-existing services:** Rights to work equipment and auxiliary materials used by Intrexx for the provision of the contractual services, and also to pre-existing software and pre-existing expertise (referred to jointly as "**pre-existing objects of use**") shall be granted to the Customer on a non-exclusive basis and only to the extent that this is absolutely necessary for the intended use of the services created by Intrexx for the Customer. All rights to pre-existing objects of use shall otherwise remain fully with Intrexx. The same shall apply to protectable services created by Intrexx for the Customer for preparation, pitch, presentation and/or training purposes.

8.4. **Third-party software / (F)OSS:** Insofar as third-party software is included in the work results created by Intrexx in the course of providing the contractual services, in particular open source components but also program libraries, parts of software tools, development components and the like, the Customer shall receive the rights to these software products granted in the licensing conditions of the third-party software used - unless expressly agreed otherwise or specified by Intrexx – but shall at least be granted a worldwide, non-exclusive, perpetual, non-transferable right to use this third-party software as intended in accordance with the relevant licensing conditions. The Customer is aware that in the case of the use of open-source software components, the granting of rights of use depends on the open-source licensing conditions and that Intrexx can only grant rights of use to the extent granted under the open-source licensing conditions. However, Intrexx shall ensure that the use of open source components and other third-party software does not prevent or restrict the contractual use of the work results by the Customer, in particular as a result of open source licences with a strong copyleft effect (e.g. GNU General Public License (GPL) etc.).

9. Liability

9.1. In the event of intent and gross negligence and in the event 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.

9.2. 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.

9.3. 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.

9.4. Claims for breach of contractual or statutory obligations, irrespective of the legal grounds, shall become time-barred twelve (12) months after the injured party has become aware of the circumstances giving rise to the claim, but no later than three (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.

9.5. Insofar as Intrexx's liability is excluded or limited in accordance with this, Section 9, this shall also apply accordingly to the personal liability of Intrexx's legal representatives, employees and other vicarious agents.

9.6. Intrexx shall have no further liability.

10. Data protection

10.1. The parties shall ensure, with in 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 , the provisions of this Contract, and the Data Processing Agreement (DPA) concluded in accordance with section 10.2 below.

10.2. Insofar as Intrexx processes personal data on behalf of the Customer in the course of the contractual services to be provided to 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 in any case, 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 Services and the underlying offer on the one hand and those of the DPA on the other, the latter shall take precedence.

11. Final provisions

11.1. The applicability of provisions that deviate from or extend beyond these Intrexx Terms and Conditions for Services 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 this.

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

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

11.4. 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 as 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.

11.5. Intrexx is entitled to amend these Intrexx Terms and Conditions for Services 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 otherwise unfairly disadvantaged, taking into account the principles of good faith, in particular where 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.

11.6. These Intrexx Terms and Conditions for Services and the contractual relationship established on the basis thereof and the underlying offer shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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

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