

Terms & Conditions for the Online Academy

Status: June 2025

1. Subject matter of the Contract

- 1.1. The subject matter of the Contract established on the basis of these INTREXX Terms and Conditions and the underlying offer is the provision of the Online Academy ("**Training Platform**") subject to a fee for the term of the Contract and the granting of rights of use in this respect in accordance with Section 2 below, as well as the definition of mutual rights and obligations in connection with the provision and use of the Training Platform and the content provided via this platform.
- 1.2. The Contract shall be deemed to have been concluded when the Customer accepts INTREXX's offer. Offers shall be deemed accepted if the Customer returns the signed offer to INTREXX in due time (including by email) or otherwise indicates that they accept the offer.

2. Rights of use

- 2.1. Upon full payment of the fees agreed in accordance with Section 3, INTREXX shall grant the Customer the non-exclusive, non-transferable and non-sublicensable right, limited to the term of the Contract, to use the Training Platform and the content provided therein (self-study training) exclusively for its own internal training purposes.
- 2.2. Use is limited to loading, displaying and playing the content provided by INTREXX (self-study training courses) and the maximum number of users depending on the user package booked by the Customer ("**intended use**").
- 2.3. The licence-free template and sample solutions provided via the Training Platform may also be used productively by the Customer in their licensed IntrexX low-code platform in the original form or in any form modified by the Customer, without restriction.
- 2.4. Before logging in to the Training Platform for the first time, the Customer is obliged to nominate a main contact person, stating their surname, first name and email address, to be notified by email to academy@intrexX.com. The main contact person counts as one user.
- 2.5. Users of the Training Platform must be created as so-called named users, stating their full name and email address. Named-user accounts are personal and may only be used by the named employee.

- 2.6. Each user created reduces the maximum number of usage packages booked by the Customer by one (1) user, regardless of whether and/or how often this user logs onto the Training Platform and/or uses the content provided.
- 2.7. All users created during a usage period can be changed and/or exchanged during the term of said usage period.

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 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.
- 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 Training Platform during the term of the Contract, the additional fee shall be charged from the date of acquisition of these additional licences. 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 receipt of the login details 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 be automatically extended by a further year in each instance unless it is cancelled 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

- Violates the rights of use granted to it under this Contract and/or the copyrights of INTREXX; or
- 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, authorisation for further use of the Training Platform shall end. INTREXX shall deactivate the Customer's account at the time of termination of the Contract and delete it without prejudice to any statutory retention obligations.

5. Provision and modification of training content

5.1. INTREXX shall provide the Customer and its users with an indefinite number and quantity of content items, in particular training material and training videos, via the training platform. The number, quantity and content of the information provided shall be determined by INTREXX at its own discretion. INTREXX is authorised to adapt and modify the content provided via the portal at any time. INTREXX undertakes to provide training material on the fundamentals of application development on a permanent basis.

5.2. INTREXX expressly reserves the right to organise the content of the training material and to determine the time at which the training material is made available.

6. Availability/Maintenance

6.1. INTREXX endeavours to enable an annual average availability of the training platform of 99.5% ("**usage time**"), but cannot provide any guarantee in this respect, as availability is also dependent on third-party services over which INTREXX has no system-related influence (e.g. as a result of power or network failures). In particular, downtimes due to planned maintenance work and technical or other disruptions and problems that are beyond INTREXX's control (force majeure, fault of third parties, etc.) are excluded from the targeted availability.

6.2. As a rule, INTREXX shall give the Customer one (1) week's notice of planned unavailability, in particular for maintenance purposes, by e-mail or directly via the portal.

7. Obligations on the part of the Customer

7.1. The Customer shall use the Training Platform exclusively within the scope of its intended use. In particular, the Customer is not authorised to make edits and/or changes to the Training Platform itself.

7.2. The Customer is not permitted to reproduce and/or publicly reproduce or make publicly accessible the content provided via the Training Platform, in particular the training material and videos, to make them available for use by unauthorised third parties or to make them accessible in any other way.

- 7.3. The Customer is not authorised to make their access to the Training Platform available for use by third parties; in particular, they are prohibited from selling or renting their access or passing on the login details provided to them to third parties.
- 7.4. The Customer is obliged to inform the main contact person and their users of these regulations and to oblige them to comply with them. These measures shall be demonstrated to INTREXX in a suitable form upon request.
- 7.5. The Customer shall ensure that the obligations incumbent upon them under this, Section 7, are also complied with by their users and shall be liable for the fault of their users as for their own fault.

8. Liability

- 8.1. 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.
- 8.2. 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 the 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.
- 8.3. 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.
- 8.4. Claims for breach of contractual or statutory obligations, irrespective of their legal basis, 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 is equivalent to knowledge. This does not apply to damages due to injury to life, limb or health or damages caused intentionally or fraudulently; in these cases, the standard statutory limitation period pursuant to §§ 195, 199 BGB applies.
- 8.5. Insofar as the liability of INTREXX is excluded or limited in accordance with this, Section 8, this shall also apply accordingly to the personal liability of the legal representatives, employees and other vicarious agents of INTREXX.
- 8.6. Strict liability for initial defects pursuant to § 536a (1), Alt. 1 BGB is excluded.
- 8.7. INTREXX shall have no further liability.

9. Data protection

- 9.1. 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 and the provisions of this Contract and the Data Processing Agreement (DPA) concluded in accordance with Section 9.2 below.
- 9.2. 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 in the version applicable at the time of the processing shall apply to the handling of this data. 28 para. 3 GDPR in the version valid at the time of the conclusion of the Contract, available at <https://www.intrex.com/de/legal>, which is concluded separately 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 the Online Academy and the underlying offer on the one hand and those of the DPA on the other, the latter shall take precedence.

10. Final provisions

- 10.1. The validity of provisions that deviate from or extend beyond these INTREXX Terms and Conditions for the Online Academy is excluded. This applies in particular to the Customer's 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 to which these are attached and where INTREXX does not object to them.
- 10.2. The Customer may only offset undisputed or legally established claims against INTREXX.
- 10.3. The Customer may only assign claims against INTREXX arising from this Contract to third parties with the written consent of INTREXX.
- 10.4. 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.

- 10.5. INTREXX is entitled to amend these INTREXX 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 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 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.
- 10.6. These INTREXX Terms and Conditions for the Online Academy 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).
- 10.7. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Freiburg.
- 10.8. All annexes mentioned and referred to in these INTREXX Terms and Conditions are a binding part of the Contract.