

License Terms NEXIS Platform

License Terms of Nexis GmbH for the product "NEXIS Platform"

As of: October 22, 2026 | **Status:** Confirmed

Table of Contents

Section 1 Subject Matter of these Terms and Conditions	1
Section 2 Scope of Usage Authorization	2
Section 3 Licensee's Obligations	4
Section 4 Warranty Rights	4
Section 5 Liability	5
Section 6 Confidentiality and Data Privacy Protection	5
Section 7 Termination	6
Section 8 Other Provisions	6

Section 1 Subject Matter of these Terms and Conditions

- (1) Nexis GmbH with its registered place of business in Regensburg (hereinafter "Licensor") is the sole holder of the rights to use the standard software product "NEXIS Platform" (hereinafter "software") and hereby transfers to the customer (hereinafter "Licensee") the rights (i.e., the licenses) to use the respective software modules (= licensed functional scope) specified in the separate purchase/lease agreement concluded between Licensee and Licensor or one of its partners (hereinafter "License Certificate") in accordance with the provisions set out below.
- (2) Licensee, by accepting the offer for use of the software or by installing the software, whichever occurs earlier, hereby declares its intention to be bound by these license terms. The license terms shall also be binding upon the Parties under the law of obligation.
- (3) The provisions contained in these license terms shall have priority over all of Licensee's deviating or supplementary regulations, notably Licensee's General Terms and Conditions, terms of purchase, purchase orders, or other types of documents. Such provisions according to the preceding sentence shall not become part of the contract, even if Licensor is aware of them, unless their validity is expressly agreed. Furthermore, Licensor hereby expressly rejects any terms conflicting with or deviating from these license terms.

Section 2 Scope of Usage Authorization

- (1) Licensors hereby grants Licensee the simple, non-exclusive right of use and enjoyment, which does not contain the right to grant sub-licenses, in accordance with the following terms as set out under Section 2 (2) to Section 2 (13).
- (2) Licensors offers the software in the form of different modules, each with different functional scopes. The License Certificate specifies which modules of the software are licensed by Licensee. An overview of the modules and their functional scope can be found in the document "NEXIS Platform Module Description" provided in the purchase/lease agreement concluded separately with Licensors or one of its partners.
- (3) Licensee may use the licensed modules of the software within the scope of normal, authorized intended use within the enterprise stated in the License Certificate, for the number of acquired licenses (see Section 2 (4)) specified therein; Licensee's use of the software may be either for an indefinite period (in which case a buying license shall apply) or for a definite period (in which case a rental license shall apply); i.e., Licensee may, for the purpose of this agreement, install the software license and allow it to run in accordance with its intended use. The number of licenses stated in the License Certificate defines the maximum number of licenses usable by Licensee.
- (4) The licensing of the software by Licensee is based on one of the following licensing variants.
 - a) On the basis of the number of imported digital identities of natural persons: Every entity maintained as "Employee" or "Mitarbeiter" within the software and every entity having access to the software without being maintained as "Employee" or "Mitarbeiter" within the software will be counted as a used license from day one after creation. If a natural person possesses several digital identities, or user accounts for accessing the software, each one of them will be counted.
 - b) On the basis of the number of natural persons for which digital identities are maintained in the software or access has been granted to the software: The total number of natural persons for which at least one digital identity is maintained or access to the software is granted will be counted as a used license from day one after creation. In case a natural person has been assigned to multiple digital identities, those multiple identities are not counted as separate licenses. Special users (e.g., technical digital identities) are also counted as used licenses if they are imported as "Employee" or "Mitarbeiter".
- (5) In the case of both licensing variants from Section 2 (4), the licenses are only transferable if the transfer takes place within the entitled parties named in the License Certificate (Licensee and, if applicable, affiliated companies, etc.) and if the licenses are permanently unused. Permanently unused licenses are no longer counted as used licenses and are defined as entities which, for a minimum of 30 consecutive days, have been marked as "outdated" or "inaktiv" within the software or have been revoked access to the software. In all other cases, the transfer is excluded.
- (6) Licensee is entitled to use the software on one productive system and additionally on up to five non-productive systems with the identical data or a subset of the data maintained in the productive system.

- (7) The right of use and enjoyment does not encompass any other types of use. It is notably prohibited to lease or hire out the licensed software to third parties. If the software is made available on the basis of a lease agreement, Licensee shall additionally be prohibited from selling or giving away the software to third parties.
- (8) However, in cases where Licensee nonetheless passes the software on to third parties within the scope of a purchase agreement, Licensee shall commit such third party in writing to compliance with the provisions agreed in this contract. Licensee shall furthermore be obliged to delete the program completely from all computers and to completely destroy all copies of the software. Licensee shall confirm such deletion to Licensor in writing and shall notify Licensor of any sale of the software.
- (9) Licensee has the right to make a back-up copy of the licensed software received in electronic form to the extent such back-up copy is necessary for ensuring future use of the software (e.g., in the event of a system failure). The number of back-up copies shall be kept to the absolute minimum. The back-up copy shall be identified as such, labeled with Licensor's copyright notice and protected against third-party access. After replacing hardware on which the licensed software is run, the licensed software shall be deleted from any such previously used hardware.
- (10) Licensee shall not be authorized to alter, extend, or modify the licensed software in any manner. Specifically, all remaining rights of use shall remain with Licensor, and any utilization beyond the scope of this agreement, notably any modification, decompilation or reverse engineering, shall be prohibited. Furthermore, any removal of the proof of origin shall be prohibited. Moreover, Licensee shall not be authorized to remove or bypass existing protective mechanisms shielding the software from unauthorized use unless such removal or bypass is absolutely necessary for trouble-free use of the program. It is prohibited to remove or alter any copyright notices or proprietary notices from within the software products received. Rights relating to §§ 69d and 69e UrhG (German Copyright Act) shall remain unaffected.
- (11) The software has a copy protection to ensure correct use of the software. The removal of or tampering with this copy protection is not permitted, subject to the rights of Licensee according to §§ 69d and 69e UrhG.
- (12) Any use of the software received by Licensee beyond what was agreed in the contract, notably any use involving more licenses than those specified in the License Certificate, will be deemed a breach of contract. In that case, Licensee agrees to promptly notify such overuse and to enter into a relicensing agreement with its contractual partner (including a provision for adequate compensation) based on the contractual partner's valid price lists. Any of Licensor's copyright claims, if applicable, shall remain unaffected. This provision shall apply notably in cases where the software was received from one of Licensor's partners.
- (13) Any defects occurring in the licensed software will be eliminated either within the scope of the liability for material defects owed by the respective seller of the software or within the scope of a valid support contract.

Section 3 Licensee's Obligations

- (1) Licensee is obliged to provide a functioning and adequately dimensioned hardware and software periphery of the type recommended in the product description for the licensed software. Meeting this requirement shall be the sole responsibility of Licensee. It is Licensee's duty to ensure that the copy protection is available on the computer system on which the software is run.
- (2) It is Licensee's obligation to take adequate precautions in case of the licensed software's complete or partial failure to function properly. Such appropriate precautions shall be deemed to include notably adequate and regular data backups as well as regular checks of the data processing results.
- (3) Licensee agrees to assist Licensor free of charge in the identification and elimination of errors and to provide Licensor with access to any documents which may offer details on the circumstances of the error. The grace periods for remedying the defects shall be extended accordingly in case of delays in Licensee's duty to provide assistance for which Licensee is responsible.
- (4) Licensee shall take all reasonable precautions necessary to prevent unauthorized third-party access to the software and documents. Third parties shall be prevented from directly or indirectly utilizing the software and documents.
- (5) Unless explicitly indicated by Licensee beforehand, Licensor may assume that there is a backup of any of Licensee's data which Licensor might encounter.

Section 4 Warranty Rights

- (1) If Licensor is the seller or lessor of the software, Licensee shall be entitled to the statutory rights in respect of defects, unless otherwise provided in these provisions. Licensee shall grant Licensor a reasonable period of time for the provision of subsequent performance according to the circumstances of the individual case, whereby the type of subsequent performance shall be at Licensor's own discretion. The elimination of defects may, at Licensor's discretion, be performed in the form of updates or upgrades in cases where such updates or upgrades are deemed appropriate for the nature of the defect.
- (2) The warranty is excluded for defects whose causes are based on actions of Licensee, in particular incorrect use of the software, non-compliance with the installation instructions as well as unauthorized modifications to the software made without the written consent of Licensor.
- (3) In case of a purchase, Licensee is obliged to notify Licensor or the respective vendor in writing of any defects in the software not later than ten (10) days following their detection to the extent Licensee is under commercial obligation to investigate and give notice of defects. Licensee's notice of defects should include a description of the defect in as much detail as possible. Upon expiry of the ten (10) day notification period, the defect will be deemed accepted.
- (4) Claims for defects shall become statute-barred after twelve months. This applies to both primary and secondary claims, unless a case of Section 5 (1) applies.

- (5) As long as Licensee has not fully paid the remuneration due under the respective contract, which corresponds to the value of the defective performance, and Licensee has no legitimate interest in retaining the overdue remuneration, Licensor shall be entitled to refuse subsequent performance.
- (6) If a third party asserts to Licensee that a performance of Licensor is in breach of the rights of that third party, Licensee shall notify Licensor immediately. Licensor and its upstream suppliers, if applicable, shall be entitled – though not obligated – to repel the asserted claims at their own expense, as far as this is admissible. Licensee shall not be entitled to acknowledge third-party claims before it has given Licensor adequate opportunity to defend itself against the rights of third parties in another way.

Section 5 Liability

- (1) Licensor shall be liable for intent and gross negligence. In the case of slight negligence, Licensor shall only be liable on the merits in the event of a breach of an essential contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and the observance of which the contractual partner may regularly rely on, as well as in the event of damage resulting from injury to life, body or health or on the basis of given guarantees.
- (2) In the event of slight negligence, liability shall be limited to the amount of the foreseeable damage, the occurrence of which must typically be expected. In any case, liability for slight negligence is limited to the amount covered by Licensor's liability insurance for financial losses of EUR 50,000 per insured event.
- (3) Licensor shall not be liable for any lack of economic success of Licensee through the use of the software. The Parties understand this to mean any possible positive developments of one or more key figures intended by Licensee, which provide information about the economic activity in a certain period. Typical key figures here are profit, but also rationalization or scaling effects. Licensor is therefore not liable for the fact that Licensee actually achieves an increase in its activity as a result of the software, since this depends on many other factors that cannot be influenced by Licensor.
- (4) Licensor shall be liable for the loss of data and its recovery only to the extent that Licensor is at fault and if such loss of data could not have been avoided even by reasonable and regular data backup measures on the part of Licensee. The liability of Licensor shall be limited to the amount of the typical recovery costs.
- (5) The above limitations of liability shall also apply in favor of the employees and vicarious agents of Licensor.
- (6) The above limitations of liability shall not apply to liability under the ProdHaftG (German Product Liability Act).

Section 6 Confidentiality and Data Privacy Protection

- (1) The Parties agree to keep as secret and confidential any business and operational matters which may have come to their knowledge and to keep in strict confidentiality any

information related to the performance of this contract even after termination thereof. The same applies to personal data governed by the provisions of the data protection laws.

- (2) The Parties agree to comply with the statutory data protection provisions.
- (3) Licensor agrees to refrain from recording, saving or reproducing any of Licensee's information, documents or data as defined by Section 6 (1), and furthermore agrees to refrain from using or otherwise exploiting such data in any manner except for the purposes of the project. Any stored data will be deleted if no longer required. This provision does not apply in cases where data storage is permitted or even mandatory under the relevant legal provisions.
- (4) The Parties agree to also commit their employees to compliance with the foregoing provisions and to advise any third parties and/or partners involved for the fulfillment of the contract of the need for compliance with said provisions.

Section 7 Termination

- (1) In case of rental licenses, the right of use and enjoyment will lapse on expiry of the contract term. Regardless of contract type, Licensor shall be entitled to extraordinary termination of the license in case of Licensee's significant violations of contractual obligations. Licensee's right of use and enjoyment of the software shall lapse on receipt of the notice of termination. Regardless of the type of contract, Licensor reserves all rights and claims, in particular claims for damages, arising from a breach by Licensee of its obligations under this Agreement.
- (2) At termination of the contract, Licensee agrees to destroy all existing original data carriers and all copies of the software without undue delay and to confirm the destruction thereof to Licensor in writing.

Section 8 Other Provisions

- (1) All modifications and amendments to these license terms must be made in writing to be effective. This also applies to a modification of this written form clause itself. No oral ancillary agreements have been made.
- (2) Set-off of Licensor's claims by Licensee will be admissible only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction. Licensee shall be entitled to claim any rights of retention only on account of any counterclaims resulting directly from this contractual relationship. Licensee may not assert any rights of retention based on earlier or other business transactions.
- (3) Licensor will not assume any manufacturer's warranties for the software unless a part of the software is expressly designated in writing as "covered by warranty".
- (4) Licensor may assign any rights and obligations arising from this contract to third parties without Licensee's prior consent. In the event of an assignment, Licensor shall be responsible for the proper performance of Licensor's duties set out in this contract. In this case, Licensee shall have the right to terminate this License Agreement for cause.

- (5) The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (6) Should any of the provisions of this agreement be or become ineffective, the effectiveness of the other provisions shall remain unaffected. In that case, the Parties shall endeavor to replace the ineffective contractual provision with an adequate provision coming as close as possible to the intended purpose of the ineffective provision. In all other respects, the statutory provisions shall apply.
- (7) The exclusive place of jurisdiction for disputes arising from this contractual relationship shall be Licensor's registered office if Licensee is a business entity, a corporate body under public law or a special fund under public law, or if Licensee has no general place of jurisdiction in the Federal Republic of Germany. However, Licensor has the right to invoke the courts of law having jurisdiction at Licensee's domicile or place of business.
- (8) This Agreement is binding in the German language version.