

Support Conditions NEXIS Platform

Support Conditions of Nexis GmbH for the product "NEXIS Platform"

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

Table of Contents

Recitals	1
Section 1 Subject Matter of the Agreement	2
Section 2 Troubleshooting	2
Section 3 Updates	4
Section 4 Licensee's Duties to Cooperate	5
Section 5 Remuneration	5
Section 6 Contract Term	6
Section 7 Warranty	6
Section 8 Liability	7
Section 9 Confidentiality and Data Privacy Protection	7
Section 10 Force Majeure	8
Section 11 Final Provisions	8

Recitals

- (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 has already transferred to the customer (hereinafter "Licensee"), by separate contract (License Terms), the rights (i.e., the licenses) to use the software modules specified in the purchase/lease agreement concluded between Licensee and Licensor or one of its partners (hereinafter "License Certificate").
- (2) The support services for Licensee's software modules and version specified in the purchase/lease agreement concluded with Licensor or one of its partners will be provided on the basis of these support conditions.
- (3) Licensee is an enterprise and uses the software in its own organization for the analysis, management, and optimization of authorization data from application systems.

Section 1 Subject Matter of the Agreement

- (1) Licensor agrees to provide support services for the software in accordance with the following provisions and the specifications contained in the respective contract. Licensor's duties refer exclusively to the most current minor version of the software and its two direct minor version predecessors in each case¹.
- (2) The software support shall be deemed to include the elimination of errors and the supply of updates (an update is considered the supply of a new minor software version) and upgrades (an upgrade is considered the supply of a new major software version).
- (3) Other services in connection with the software, notably installation and configuration services, a hotline service for handling questions on the software, customizing, and/or Licensee training in the licensed software, are not deemed a subject matter of these support conditions.
- (4) The elimination of malfunctions and damages caused by inappropriate treatment by Licensee, third-party influences or force majeure is equally not deemed a subject matter of these support conditions. However, it may be agreed for separate remuneration on a case-by-case basis. The same applies to malfunctions and damages caused by the environmental conditions at the place of installation, faults or failure of the power supply, defective hardware, or any other influences beyond Licensor's control.
- (5) Licensee may claim the software support of Licensor under these conditions only for all licenses for the software acquired by it. Partial software support covering only parts of the licenses acquired is not possible.
- (6) The administration of the hardware, third-party software (e.g., operating system, machine-oriented software) and changes performed by Licensee or third parties in order to establish the interoperability of the software with third-party software (e.g., interfaces to other software products) are not the subject of the contract.

Section 2 Troubleshooting

- (1) The question of whether a software defect is present shall be determined according to the performance described in the program specifications (user manual of the software version operated by Licensee) and the services set forth therein for use in accordance with the contract. A software defect will be deemed to exist notably if the software fails to fulfill the functions specified in the user manual for the software version operated by Licensee, if its running is aborted in an uncontrolled manner, or if it otherwise fails to work properly, such that the use of the software is either impossible or substantially limited.
- (2) A software defect as defined by this contract will not be deemed to exist if the malfunction was caused by inappropriate treatment of the software, notably non-compliance with the instructions for installation and use (user manual) or use of the software in a hardware and software periphery not intended for that purpose.

¹ The major version (major release) of the software is stated by the first digit of the software version number, the minor version (minor release) by the second digit (example: version 4.1 of the NEXIS Platform represents the major version "4" in its minor release "1"). The currently operated software version is stated in the administrative area of the software. Before rebranding, the software was available as "Nexis Controle" up to version 3.4 (direct predecessor of the NEXIS Platform in its version 4.0).

- (3) Licensor may require remuneration for its outlay if it acts based on a notification although no defect exists.
- (4) A substantially limited use of the software will be deemed to exist in cases where the appropriate and economically viable use of significant parts of the software is either impossible or possible only to an unreasonably limited extent due to a defect in the software.
- (5) Licensor, by making use of all the resources available to it, undertakes to commence troubleshooting within a reasonable time following receipt of Licensee's error report. Licensor will furthermore make its best efforts to offer Licensee a workaround solution.
- (6) Response time shall be commensurate with the circumstances of the particular case, notably the severity of the error, and is defined as the time it takes Licensor to begin troubleshooting. Except in special circumstances, the following error classes and response times shall apply:

Error class	Problem description	Actions
Error class 1: No work is possible	The use of the software or essential parts of the software is impossible; the software is either not operating or arbitrarily cancels its functionality.	Licensor will react and register the error within one (1) working day and restore serviceability within further four (4) working days after the error registration and after Licensee provided all necessary input materials for error analysis (see Section 4 (1)), if necessary by providing a workaround solution.
Error class 2: Work performance is critical	The use of essential parts of the software is severely restricted; the user is severely limited in the performance of his or her work.	Licensor will react and register the error within one (1) working day and restore serviceability within further seven (7) working days after the error registration and after Licensee provided all necessary input materials for error analysis (see Section 4 (1)), if necessary by providing a workaround solution.
Error class 3: Minor error	Use of the software is possible without major restrictions; the work results are viable.	The error will be eliminated during the next functionality update.

Table 1: Error classes and response times

- (7) The categorization of the errors should be mutually agreed by Licensor and Licensee on principle. If no agreement can be reached, Licensor shall make the decision.
- (8) Licensee is to report defects in writing immediately in detailed and documented form, providing all information that serves the purpose of identifying and analyzing the defects. Here, the steps that led to the defect occurring, the manifestation and the effects of the defect are particularly to be specified. The original wording of the error messages appearing on the screen is to be communicated.

- (9) If the error is reported outside of Licensor's business hours (Monday to Friday, except for legal holidays at Licensor's company domicile; 9:00 a.m. – 5:00 p.m.), it shall be considered reported at the start of the subsequent business hours. If a period is calculated in days, the period shall end at the close of the respective business hours of that day.
- (10) If Licensor fails to eliminate the error within a period commensurate with the severity of the error, Licensee may – upon having granted Licensor two periods of grace for troubleshooting – terminate the support contract (in the case of an underlying software purchase) or the lease agreement (in the case of an underlying software lease).
- (11) Licensee is under obligation to perform an acceptance following the elimination of class 1 and class 2 errors. Licensor will advise readiness for acceptance after completion of the works. Licensee shall either declare acceptance or give its reasons justifying refusal of acceptance within fourteen (14) days following notification of readiness for acceptance. In the event of Licensee's failure to respond within the foregoing period, the works will be deemed accepted.
- (12) The choice of the troubleshooting method (i.e., either rectification or subsequent delivery) is at Licensor's discretion. If troubleshooting is performed through the supply of a new software version, a patch, or an update, Licensee will be under obligation to install such new software version, patch, or update. Otherwise, Licensor will not be responsible for any occurring errors. At Licensee's request, installation by Licensor will be performed against separate remuneration.
- (13) A defect as defined by this contract will also not be deemed to exist if non-deliveries, delays in performance or increased efforts in interface programming and data transfer work or in the installation of patches or updates by Licensor result from Licensee not having communicated a change in requirements to Licensor.

Section 3 Updates

- (1) Licensor will supply Licensee with software updates to be used, among other things, for troubleshooting or further development of the software. The number of updates supplied shall be at Licensor's own discretion, but subject to Licensor's due consideration of the number and nature of the occurring errors and any functional impairments of the software ensuing therefrom.
- (2) Updates will be installed either at Licensee's premises or via remote access to the computer system on which the software is operated.
- (3) It is Licensee's obligation to install patches and updates in order to keep the software up to date and notably to eliminate errors.
- (4) Licensee shall have no claim to software alignment due to statutory changes to which it is subject and which do not fall within the scope of the license. In such cases, the alignment will only be performed subject to an explicit order and in return for a corresponding fee, which is to be agreed additionally.
- (5) Licensee's right to use new versions of the software and other corrections of the software shall correspond to the right to use the previous version of the software. With regard to the rights of use, the rights to the new versions and other corrections shall replace the rights to the previous versions and other corrections.

Section 4 Licensee's Duties to Cooperate

- (1) Licensee agrees to support Licensor free of charge in the fulfillment of the contractual obligations to perform. Licensee notably agrees to describe the symptoms as well as the hardware and software periphery in the greatest detail possible when submitting error reports and to provide Licensor with additional relevant information (e.g., the number of profiles affected and the like). Malfunctions should be communicated to Licensor in as reproducible a form as possible. Any delays in the duty to cooperate for which Licensee is responsible shall extend the periods for rectification accordingly.
- (2) Furthermore, Licensee agrees to grant Licensor's employees in charge of the support services access to the computer systems on which the software is installed.
- (3) Licensee agrees to comply with Licensor's troubleshooting proposals.
- (4) Licensee is obliged to perform adequate and routine data backups allowing the reconstruction of lost data at a reasonable expense.

Section 5 Remuneration

- (1) The support fee payable in case of a software purchase will be calculated from a specific percentage of the software's purchase price and will be quantified in the corresponding purchase agreement (see Recitals (1)). Unless otherwise provided in the respective contract, the support fee payable in case of a software purchase will be an annual fee payable from the 13th month following software acquisition. The amount quoted in the respective contract is exclusive of statutory value added tax. In case of a software lease, the support will be included in the monthly lease price.
- (2) In case of a software purchase, the support fee is due for payment annually in advance.
- (3) The Parties agree that for every software purchase, the first twelve (12) months of support services will be granted free of charge because class 1 and class 2 errors to be eliminated under this contract are covered by the warranty owed for the software purchase. The warranty period for these errors is one (1) year according to the separately concluded purchase agreement. Hence, the elimination of such errors will be deemed settled through payment of the purchase price for the term of one (1) year following the conclusion of the contract.
- (4) Any additional services rendered above and beyond those owed under this contract will be subject to separate remuneration upon separate agreement with Licensor.

Section 6 Contract Term

- (1) The support contract will become legally effective upon signature by both Parties. In case of a software purchase, the contract term is stated in the respective purchase agreement (see Recitals (1)). Unless otherwise stated in the purchase agreement, the minimum contract period will be one (1) year. In case of a software lease, the contract term will correspond to the duration of the leasing period and will terminate automatically on termination of the leasing period.
- (2) If the support contract is terminated after a software purchase, it may only be revived with retroactive effect to the time of termination. In that case, the support fees will accrue with

retroactive effect from the date of the original notice of termination and will be billed by Licensor in the first invoice issued after revival of the support contract.

- (3) Licensee may terminate this contract without observing a period of notice if, in the event of a significant software defect as defined by Section 2 (4) of this contract, Licensor is unable to prove that it has commenced the elimination of the defect within a reasonable time, or if the defect could not be eliminated within a reasonable time and Licensee has thereby suffered more than insignificant damage.
- (4) The right to extraordinary termination for good cause shall remain unaffected.
- (5) Notices of termination must be made in writing to be effective.

Section 7 Warranty

- (1) Insofar as the services provided by Licensor are work performances, Licensee shall be entitled to the statutory rights in respect of defects after acceptance has been carried out, unless otherwise stated in these conditions. If the service provided by Licensor does not feature the contractually agreed quality, or if it is not fit for the contractually stipulated use or for ordinary use, Licensor is entitled and – provided this does not involve unreasonable expense – obliged to rework twice. Should Licensor fail within a reasonable time to eliminate the defect or to circumvent it in a manner permitting Licensee's contractual use, Licensee shall be entitled to further statutory warranty rights. In lieu of the right of withdrawal, Licensee has the right to terminate the contract.
- (2) Licensee agrees to grant Licensor an adequate period for subsequent performance commensurate with the circumstances of the individual case, whereby the type of subsequent performance shall be at Licensor's own discretion. If Licensee has specified a deadline for subsequent performance, Licensee shall, after fruitless expiry of this period, immediately advise Licensor on how to proceed with the contract. If Licensee fails to do so, Licensor may presume that the contract will remain in force unchanged.
- (3) Warranty claims shall be excluded for defects whose root cause is attributable to actions of Licensee, notably inappropriate handling of the software, non-observance of the installation instructions or disregard of safety measures.
- (4) Claims for defects shall become statute-barred after twelve months. This applies to both primary and secondary claims, unless a case of Section 8 (1) exists.
- (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 its rights, Licensee shall notify Licensor immediately. Licensor and, if applicable, its upstream suppliers shall be entitled, but not obligated, to ward off the asserted claims at their expense, as far as this is admissible. Licensee shall not be entitled to recognize claims of third parties before giving Licensor appropriate opportunity to ward off the rights of third parties in a different way.

Section 8 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. 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 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 9 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 use or exploit Licensee's information, documents or data as defined by Section 9 (1) only for the purposes of the project. Data stored in this context will be deleted if no longer required. This does not apply as long as a statutory provision permits or even mandates the storage of the data.
- (4) The Parties agree to also commit their employees accordingly and to advise any third parties and/or partners involved in the fulfillment of the contract thereof.

Section 10 Force Majeure

- (1) Licensor shall be released from the obligation to perform under this Agreement if and to the extent that the failure to perform is due to the occurrence of circumstances of force majeure after the conclusion of the Agreement. Circumstances of force majeure include, for example, war, strikes, riots, pandemics, epidemics, expropriations, cardinal changes in law, storms, floods and other natural disasters as well as other circumstances for which Licensor is not responsible (in particular water ingress, power failures and interruptions or destruction of data-carrying lines).
- (2) Each contracting party shall notify the other contracting party of the occurrence of a case of force majeure without undue delay and in text form.

Section 11 Final Provisions

- (1) All modifications and amendments to these support conditions 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 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 support contract for cause.
- (4) 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).
- (5) The provisions set forth in these support conditions shall have priority over any deviating or supplementary provisions of Licensee, in particular in Licensee's General Terms and Conditions, terms of purchase, purchase orders or other types of documents. Such provisions pursuant to sentence 1 shall not become part of the contract, even if Licensor is aware of them, unless their validity is expressly agreed. In addition, Licensor hereby expressly rejects any terms conflicting with or deviating from these support conditions.
- (6) 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.
- (7) 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.

(8) This Agreement is binding in the German language version.