

Trial License Terms NEXIS Platform

Terms of Nexis GmbH for the use of the product "NEXIS Platform" for testing purposes

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

Table of Contents

Section 1 Subject Matter of these Terms	1
Section 2 Scope of Usage Authorization	1
Section 3 Licensee's Obligations	2
Section 4 Warranty Rights	2
Section 5 Term and Termination	3
Section 6 Other Provisions	3

Section 1 Subject Matter of these Terms

- (1) Nexis GmbH, with its registered office 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") rights of use (licenses) to the Software exclusively for temporary testing purposes (e.g., the conduction of a time-limited Proof of Concept) in accordance with the provisions set out below.
- (2) The Licensee declares its consent to the validity of these license terms by signing these terms or by installing the Software.
- (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. Furthermore, Licensor hereby expressly rejects any terms conflicting with or deviating from these license terms.

Section 2 Scope of Usage Authorization

- (1) Licensor hereby grants Licensee a simple, temporary, non-exclusive right of use, which does not contain the right to grant sub-licenses, in accordance with the terms set out in Section 2 (2) to (7).
- (2) Licensee may use the Software within the scope of normal, intended use for a limited period of time and for testing purposes only, i.e., install and run it as intended, for the software modules, licensing variant and maximum number of licenses communicated in advance in writing by Licensor. No productive results (e.g., data analyses, data modeling results,

reports, ...) may be generated for business purposes of Licensee or for business purposes of business contacts or customers of Licensee.

- (3) No other intended use is covered by these license terms. In particular, the Software is not to be rented, sold, given away or lent to a third party.
- (4) Licensee has the right to make a back-up copy of the Software received in electronic form to the extent such back-up copy is necessary. The number of back-up copies shall be kept to the absolute minimum. The back-up copy shall be protected against third-party access, identified as such and labeled with Licensor's copyright notice.
- (5) Licensee shall not be authorized to alter, extend, or modify the 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 (copy protection). It is prohibited to remove or alter any copyright notices or proprietary notices within the Software received. Rights under §§ 69d and 69e UrhG (German Copyright Act) shall remain unaffected.
- (6) Any use of the Software by Licensee beyond the agreed scope, notably any use for productive purposes (Section 2 (2)), will be deemed a breach of contract and must be notified by Licensee to Licensor within five (5) business days. Any copyright claims of Licensor shall remain unaffected.
- (7) In case of a breach of these license terms, the parties agree to a contractual penalty of EUR 100,000.00 to the exclusion of the plea of connection with any previous act of contravention. This contractual penalty will be due immediately upon the infringement becoming known. Additionally, Licensor reserves the right to assert further claims.

Section 3 Licensee's Obligations

- (1) If the Software is operated at Licensee's premises, Licensee is obliged to provide a functioning and adequately dimensioned hardware and software environment for the Software as recommended by Licensor. Meeting this requirement shall be the sole responsibility of Licensee.
- (2) Licensee shall take all reasonable precautions necessary to prevent unauthorized direct or indirect third-party access to the Software and the documents relating to the Software.

Section 4 Warranty Rights

Licensor does not provide any warranty for material defects, defects of title or manufacturer's warranties, as this is a trial license of the Software.

Section 5 Term and Termination

- (1) The term of the right of use (trial license) is a maximum of 30 days and begins with the activation of the licenses by Licensor (e.g., after the first installation). The term is

automatically extended by a further 30 days in each case, unless Licensor prohibits further use by written notice to Licensee.

- (2) Upon expiry of the provision period, Licensee agrees to destroy all existing original data carriers, copies and back-up copies of the licensed Software within 7 days, to confirm the destruction to Licensor in writing and to return any hardware provided.
- (3) In the event of significant breaches of contractual obligations by Licensee, Licensor is entitled to terminate the license for cause. Upon receipt of the termination notice, the right to use the Software expires.

Section 6 Other Provisions

- (1) All modifications and amendments to these license terms must be made in writing to be effective. No oral ancillary agreements have been made.
- (2) The law of the Federal Republic of Germany shall apply to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (3) 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 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.
- (4) Place of venue shall be Licensor's registered office.
- (5) The German language version of this agreement shall be binding.