



## mpmX Terms

These **mpmX Terms** constitute Supplemental Terms under the Terms of Service (ToS) and apply solely to the extent Customer subscribes to mpmX in an applicable Order Form.

### 1. Scope, Parts and Subject Matter

- 1.1 These mpmX Terms apply when Customer has subscribed to mpmX as a Service in the applicable Order Form.
- 1.2 The subject of these mpmX Terms is the granting of rights of use to mpmX. mpmX consists of the software itself, as well as the associated documentation and, if applicable, the data contained therein.
- 1.3 mpmX and its documentation are protected by applicable intellectual property laws, including copyright, database rights, and trade secret protections, and all rights therein remain with MPMX.
- 1.4 No rights to source code are granted. Reverse engineering, decompilation, or disassembly is prohibited to the extent permitted by applicable law.

### 2. Properties of mpmX

The properties of the product provided by MPMX are conclusively determined by the service description valid at the time when Customer has subscribed to mpmX as a Service in the applicable Order Form. Public statements, advertising, or marketing materials shall not constitute binding specifications unless expressly confirmed in writing by MPMX. The service description consists of the product description and application documentation. Customer cannot derive any further obligation in this respect, in particular from other representations of mpmX in public statements or in advertisements made by MPMX or its employees or sales partners. Any exception only applies if MPMX has expressly confirmed to such exception.

### 3. Provision of mpmX

- 3.1 Depending on the usage model specified in the applicable Order Form, mpmX is provided either:
  - (a) as a SaaS solution, in which case MPMX operates and secures the hosting environment where hosting is provided by MPMX; or
  - (b) as Customer-managed software for download, in which case Customer is solely responsible for hosting, infrastructure, system configuration, security controls, backups, and availability of the environment in which mpmX is installed or operated.
- 3.2 This provision is limited in time for the agreed Services in the applicable Order Form. If mpmX is installed on Customer's own server, Customer deletes mpmX from the server at the end of the Services Term. The same applies accordingly if mpmX is used in a cloud environment managed by Customer or in a cloud environment of a Third Party commissioned by Customer.

### 4. Right to Use mpmX

- 4.1 Subject to Customer's compliance with these mpmX Terms and payment of applicable Fees, MPMX grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Services Term to access and use mpmX solely for Customer's internal business purposes.
- 4.2 The applicable license metric (simultaneous Users, named Users, or capacity-based usage) is defined exclusively in the applicable Order Form. If a maximum number of Users is agreed, the right of use may only be exercised simultaneously by the maximum of the number of Users specified in the applicable Order Form. Use by additional Users is not permitted. Insofar as Customer is granted the use of mpmX on the basis of licenses for named Users, Customer takes appropriate technical and organizational measures to ensure that a license is not shared by multiple Users. In the case of capacity licenses, which grant Customer the use of mpmX for a defined total amount of hours, this scope of use may not be exceeded, and Customer guarantees compliance with the scope of use through appropriate technical and organizational measures. If Customer exceeds agreed limits, Customer promptly purchases additional capacity or Users at MPMX's then-current rates effective from the date the excess usage commenced.
- 4.3 Customer may only use mpmX for its own business purposes and those of its Affiliated Companies. In particular, data center operation for third parties or the temporary provision of mpmX (e.g. by way of SaaS) for third parties other than Affiliated Companies or the use of mpmX for the training of persons who are not employees of Customer, or its Affiliated Companies are only permitted with prior written consent of MPMX. Customer does not use mpmX to operate a service bureau, timesharing service, SaaS, or to provide data processing, outsourcing, commercial subletting, or application hosting services for third parties. Customer is prohibited from permitting any Third Party to access or use mpmX for such purposes, whether on a paid or unpaid basis. Sublicensing mpmX without written permission of MPMX is prohibited.

- 4.4 The following copying and backup provisions apply only to Customer-managed deployments. Copies of mpmX object code may only be made to the extent that this is necessary for the contractual use by Customer. Customer may make backup copies of mpmX to the extent necessary, and in an unchanged form, in particular as part of a normal backup of the system environment. Backup copies on portable drives must each be marked as such, marked with the copyright notice of the original drive and marked with a consecutive number.
- 4.5 Customer is not entitled (unless expressly agreed otherwise)
- (a) to pass on mpmX or parts thereof to third parties or to allow third parties to use them, regardless of whether this is done for charge or free of charge;
  - (b) to make copies of mpmX or parts thereof, unless this is necessary in the context of the contractual use of mpmX or in the context of a data backup corresponding to the operational requirements of Customer;
  - (c) to decompile or otherwise process mpmX or parts thereof in a way that is aimed at obtaining the source code of mpmX or modifying mpmX or creating derivative works thereof, insofar as this right can legally be excluded;
  - (d) to use mpmX or any part thereof in any manner intended to compete with MPMX, including publishing benchmark results or performance analyses of mpmX to any third party to remove any copyright, trademark or other similar notices from mpmX; or
  - (e) to modify or circumvent any license key or other restrictions or limitations to the use of mpmX; or use the related trademarks in any manner or for any purpose other than as expressly permitted in these mpmX Terms; or transfer a license key to a Third Party.
- 4.6 If MPMX provides Customer with updates, patches, error corrections or a new version of mpmX, these are subject to the provisions of these mpmX Terms. For Customer-managed deployments, Customer is responsible for installing updates and patches unless otherwise agreed in writing.
- 4.7 Customer may reproduce documentation in reasonable quantities for internal use solely in connection with the permitted use of mpmX. Modification or public distribution is not permitted.

## **5. Obligations of Customer**

- 5.1 Customer has sufficiently informed itself about the essential functional features of mpmX and bears the risk that it meets its wishes and requirements.
- 5.2 When operating mpmX on Customer's equipment, Customer is solely responsible for setting up a functional and adequate hardware and software environment for mpmX, taking into account the additional load caused by mpmX.
- 5.3 Customer observes the instructions provided by MPMX for the installation and operation of mpmX, and informs itself at regular intervals about current instructions on the MPMX websites via the internet and take these into account during operation.
- 5.4 Insofar as MPMX is obliged to provide further services in addition to the provision of mpmX, Customer reasonably cooperates where required for the provision of agreed Services, including providing necessary information, system access, and contact persons.
- 5.5 Customer grants MPMX access to mpmX for the purpose of troubleshooting. MPMX may verify Customer's compliance with agreed license metrics upon reasonable prior notice and during normal business hours, primarily by requesting relevant usage information and system logs. On-site audits are only conducted where remote verification is reasonably insufficient and only upon reasonable notice, subject to confidentiality obligations and with minimal disruption to Customer's operations.
- 5.6 Customer takes appropriate precautions in the event that mpmX does not work properly in whole or in part (e.g. through daily data backups, fault diagnosis, regular checks of data processing results).
- 5.7 Unless Customer expressly points this out in advance, MPMX may assume that all data of Customer with which MPMX comes into contact is backed up.
- 5.8 Customer bears any disadvantages and additional costs arising from a breach of these obligations.

## **6. Protection of mpmX**

- 6.1 Unless rights are expressly granted to Customer under these mpmX Terms, all rights to mpmX - in particular IP Rights such as copyright, rights to or in inventions and technical property rights - belong exclusively to MPMX. This also applies to modifications and derivative works of mpmX by MPMX.
- 6.2 If mpmX is made available to Customer for download or handed over on a storage medium, Customer stores mpmX carefully in order to prevent misuse. Customer only makes mpmX available to third parties with the prior written consent of MPMX. Third parties do not include Customer's employees or other persons who are bound by confidentiality agreements and on Customer's premises for the contractual use of mpmX.
- 6.3 Customer is not permitted to change or remove copyright notices, marks and/or control numbers or marks of MPMX.

6.4 For Customer-managed deployments, Customer shall maintain reasonable records of installed instances of mpmX sufficient to demonstrate compliance with license limits upon request.

**These mpmX Terms are effective as of the date of publication. Last updated: 01 May 2026.**