

SOFTWARE MAINTENANCE TERMS

ESS GmbH & Co. KG
(EDV-Software-Service GmbH & Co. KG)

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1. Subject of Software Maintenance

Software maintenance includes services to support the customer in using the AX3000 software as well as the provision of program updates within the scope of the software version currently provided by ESS GmbH & Co. KG.

Software maintenance is an optional additional service and requires a valid license for the software.

Support and maintenance services are provided exclusively to customers with a valid software maintenance agreement. Support services are provided only for properly licensed software.

2. Software Maintenance Services

Software maintenance includes in particular the following services:

2.1 Updates and New Program Versions

During the term of the software maintenance agreement, the customer receives access to updates, bug fixes and new program versions of the licensed software, provided that such versions are made available by ESS GmbH & Co. KG.

Updates and new versions are provided exclusively for the software licensed by the customer and for the respective licensed program modules or functional modules.

Support services are generally provided only for current software versions and for the immediately preceding major version.

Support services require that the software is operated within a system environment supported by ESS GmbH & Co. KG. ESS GmbH & Co. KG is not obligated to provide support for unsupported operating systems, databases or system configurations.

2.2 Hotline / Support

ESS GmbH & Co. KG provides the customer with a support hotline for individual questions regarding installation, operation and use of the software.

The hotline is available during the following hours:

Monday to Thursday

08:00 – 12:00 and 13:00 – 17:00

Friday

08:00 – 12:00 and 13:00 – 15:00

excluding public holidays at the registered office of ESS GmbH & Co. KG.

Support is generally provided by telephone or e-mail.

Support services are generally provided in **German or English**.

There is no entitlement to immediate processing or to a specific response time.

The hotline is intended solely to assist with the use of the software.

It does not replace training or project-specific consulting.

2.3 Remote Support

Where necessary for the analysis or resolution of a problem, ESS GmbH & Co. KG may, at its sole discretion, perform remote support.

The customer has no entitlement to remote support.

The decision regarding the type and scope of support services, in particular the performance of remote support, lies exclusively with ESS GmbH & Co. KG.

The customer must ensure that an authorized person is present during any remote support session.

3. Services Not Included

Software maintenance does not include in particular:

- individual training
- project-specific consulting
- modifications or extensions of the software
- support for external systems or third-party software
- restoration of data

Such services may be agreed separately and will be invoiced separately.

4. Customer Obligations

The customer agrees to

- describe occurring problems as precisely as possible
- provide relevant system information
- cooperate in the process of error analysis

The customer must ensure that a data backup has been performed prior to any support activities.

5. Term of Software Maintenance

Software maintenance is generally concluded for a term of **12 months**.

Unless otherwise agreed, the maintenance agreement automatically renews for successive periods of **12 months** unless terminated by either party with **three months' notice prior to the end of the respective contractual period**.

6. Resumption of Software Maintenance

If software maintenance is resumed after termination or expiration of the maintenance agreement at a later point in time, ESS GmbH & Co. KG is entitled to make the resumption of software maintenance dependent on the payment of maintenance fees for the period since the termination of the previous maintenance agreement.

Alternatively, ESS GmbH & Co. KG may require that the software be updated to a current software version before maintenance services are resumed. The costs for such an update may be charged separately.

There is no entitlement to the resumption of software maintenance.

7. Fees

Software maintenance is subject to a fee.

The applicable fees result from the offer, price list or the individual agreement with the customer.

Maintenance fees are payable annually in advance unless otherwise agreed.

8. Adjustment of Maintenance Fees

ESS GmbH & Co. KG is entitled to adjust the software maintenance fees with effect for future contractual periods.

Price adjustments will be communicated to the customer at least **60 days before they take effect**, in writing or in text form.

Price adjustments apply from the beginning of the next contractual period.

If the customer does not object to the price adjustment within **30 days after notification**, the new prices are deemed accepted.

In the event of an objection, the customer may terminate the software maintenance agreement at the time the price adjustment takes effect.

9. Relationship to Other Contractual Terms

In addition, the **General Terms and Conditions (GTC)** and the **End User License Agreement (EULA)** of ESS GmbH & Co. KG apply.

In the event of contradictions between these Software Maintenance Terms and the EULA, the provisions of these Software Maintenance Terms shall prevail with regard to maintenance and support services.

10. Final Provisions

Austrian law shall apply.

The place of jurisdiction, to the extent permitted by law, is the registered office of ESS GmbH & Co. KG.

11. Language Version

These Software Maintenance Terms may also be provided in English. In case of discrepancies in interpretation, the German version shall prevail.