

## **SUBSCRIPTION TERMS**

AX3000 Software – ESS GmbH & Co. KG  
(EDV-Software-Service GmbH & Co. KG)

Version: 1.3

State: March 2026

### **1. Subject of the Subscription**

The subscription grants the customer the right to use the AX3000 software for the duration of the agreed contractual term.

During the subscription term, the customer receives:

- the right to use the software in accordance with the applicable **End User License Agreement (EULA)** of ESS GmbH & Co. KG
- software maintenance services in accordance with the applicable **Software Maintenance Terms** of ESS GmbH & Co. KG.

### **2. Scope of Use**

The scope of the usage rights results from the respective license model purchased and from the provisions of the EULA.

Unless otherwise specified in the offer or the order confirmation, subscription licenses are generally provided as **named user licenses**.

The software may only be used during an active subscription term.

### **3. Subscription Term**

Subscriptions are generally concluded for a term of **12 months**.

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

Reductions in the number of licensed users or licenses are only possible at the end of a contractual period and subject to compliance with the notice period.

During an ongoing contractual period, a reduction of licensed users or licenses is not permitted.

#### **4. Subscription Fees**

The subscription is subject to a fee.

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

Subscription fees are payable annually in advance unless otherwise agreed.

#### **5. Default in Payment and Suspension**

If the customer is in default with the payment of subscription fees, ESS GmbH & Co. KG is entitled, after prior notice, to temporarily suspend access to the software or to the licensing system until the outstanding payments have been fully settled.

During such suspension, the obligation to pay the agreed subscription fees remains unaffected.

ESS GmbH & Co. KG is entitled to use technical licensing mechanisms to enforce such suspension.

There is no entitlement to immediate restoration of access. Access will only be restored after full settlement of all outstanding amounts.

#### **6. Adjustment of Subscription Fees**

ESS GmbH & Co. KG is entitled to adjust subscription 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 price shall be deemed accepted.

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

#### **7. End of Subscription**

Upon termination or expiration of the subscription, the customer's right to use the software automatically ends.

The customer is obliged to:

- immediately cease using the software
- remove all installations and copies of the software.

After the end of the subscription, no entitlement to further updates, maintenance or support services exists.

## **8. Technical Licensing Mechanisms**

The software may include technical mechanisms that automatically restrict or deactivate the use of the software after the expiration of the subscription.

The customer agrees to such licensing mechanisms.

## **9. Relationship to Other Contractual Terms**

In addition to these Subscription Terms, the following documents apply:

- the **End User License Agreement (EULA)**
- the **Software Maintenance Terms**
- the **General Terms and Conditions (GTC)** of ESS GmbH & Co. KG.

In the event of contradictions between these Subscription Terms and the EULA, the provisions of the EULA shall prevail with regard to the use of the software.

## **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 Subscription Terms may also be provided in English. In case of discrepancies in interpretation, the German version shall prevail.