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Terms and Conditions of Contract of AKI GmbH (Provider) for the Maintenance of Standard Software -VPS AKI-

(Version 2.1E – Juli 2026)

A. Subject matter of the contract

A 1. Subject matter of maintenance

Unless otherwise agreed, the Provider shall provide the agreed maintenance services only for the respective current version of the standard software agreed as the subject matter of maintenance ("Maintenance Software") in return for the agreed remuneration. If third-party software is expressly agreed as maintenance software in the contract, the restrictions described therein shall apply.
The Provider shall provide the following maintenance services – insofar as agreed:

A 2. Fault management

2.1 Receipt of fault reports
The Provider shall receive fault reports from the Customer during its normal business hours, provide each with an identifier, assign them to the agreed fault categories and, on the basis of said assignment, carry out the agreed measures to analyse and rectify faults. Clause 3.4 of the AV AKI shall apply accordingly to fault reports. At the request of the Customer, the Provider shall confirm receipt of a fault report by informing the Customer of the assigned identification.
The fault management shall not include any services in connection with the use of maintenance software in non-approved environments, or with modifications of the maintenance software by the Customer or third parties.
2.2 Assignment to fault categories
Unless otherwise agreed, the Provider shall assign received fault reports to one of the following categories after first reviewing them:
a) Serious fault
The fault is based on a fault in the maintenance software, which renders the use of the maintenance software impossible or only permits it with serious restrictions. The Customer cannot reasonably circumvent this problem and, therefore, cannot complete tasks that cannot be postponed.
b) Other fault
The fault is based on an error in the maintenance software, which restricts the use of the maintenance software by the Customer more than to an insignificant extent, without a serious fault being present.
c) Other message
"Other message" fault messages, which do not fall into categories a) and b) are assigned to "other messages" and are only handled by the Provider in accordance with the agreements made for this purpose.
2.3 Implementation of measures for fault rectification
In the case of reports of serious faults and other faults, the Provider shall immediately initiate appropriate measures on the basis of the circumstances notified by the Customer, in order to first localise the cause of the fault.
If, after initial analysis, the reported fault does not turn out to be a fault in the maintenance software, the Provider shall inform the Customer of this without delay.
Otherwise, the Provider shall initiate appropriate measures for further analysis and for rectification of the notified fault or – in the case of third-party software – transmit the fault report together with its analysis results to the distributor or manufacturer of the maintenance software with the request for rectification.
The Provider shall immediately provide the Customer with measures available to it for circumventing (or correcting) a fault in the maintenance software, such as instructions for action or corrections to the maintenance software itself. The Customer shall immediately adopt such measures for the avoidance (or correction) of faults and shall immediately report any remaining faults to the Provider again when using said software.

A 3. Provision of new versions

3.1 Contractual services
The Provider shall provide the Customer with certain new versions of the maintenance software, in order to keep it up-to-date and to prevent the occurrence of faults. These are updates to the maintenance software with technical modifications, improvements, minor functional extensions and patches with corrections to the maintenance software, or other workarounds aimed at tackling potential faults. These new versions of the maintenance software are collectively referred to as "new versions".
The object of the maintenance services is not the provision of upgrades with significant functional extensions or of new products or obligations for the further development of the maintenance software, unless otherwise expressly agreed.
The maintenance service shall also not include the elimination of software defects in third-party software, the instruction or training of operators, compatibility tests with software already available to the Customer, individual adaptation and modification services and on-site visits, as well as maintenance services provided due to insufficient hardware requirements, network errors or any other failure to meet the general technical requirements.
3.2 Duties and rights vis-a-vis new versions
The Provider shall make the New Versions of the software available to the Customer. The Customer shall examine said new versions without delay and give notice of any recognisable defects without delay, for which Section 377 German Commercial Code (HGB) shall apply mutatis mutandis. Faults and defects shall be dealt with in accordance with Clause A 2. Clauses 3.4 and 5.1 of the AV AKI shall apply. Insofar as the Provider has provided the Customer with a new version, it shall also continue to maintain the previous version for a reasonable transitional period, which, as a rule, shall not exceed three months.
If the Customer is entitled to assert claims for defects, he shall initially only have the right to subsequent performance within a reasonable period. Subsequent performance shall include, at the discretion of the Provider, either rectification of the defect or delivery of replacement software. The interests of the Customer shall be given due consideration in the choice.
The Customer shall enable the Provider to install and remove the software within the scope of subsequent performance, unless this is deemed unreasonable for the Customer. The Customer shall consult with the Provider before taking its own measures to remedy said defect.
If the Customer wishes to assert a claim for the reimbursement of expenses, this shall only exist to a reasonable extent, taking into account the value of the service in question in a defect-free condition and the significance of the defect.
In the case of new versions of third-party software, the warranty provisions set out in the transfer contract between the Customer and the Provider for this third-party software shall apply with priority, unless otherwise agreed. § 475a BGB remains unaffected.

A 4. Contact point (hotline)

4.1 Contractual services
The Provider shall set up a contact point for the Customer (hotline). This contact point shall process the Customer's enquiries in connection with the technical requirements and conditions of use of the maintenance software, as well as individual functional aspects. Clause A 2.1 shall apply.
The hotline shall not provide any services in connection with the use of the maintenance software in non-approved environments, or with modifications of the maintenance software by the Customer or third parties.
4.2 Acceptance and processing of enquiries
A prerequisite for the acceptance and processing of enquiries is that the Customer names vis-a-vis the Provider personnel with the appropriate professional and technical qualifications, who are internally assigned by the Customer to process enquiries from users of the maintenance software. The Customer shall be obligated to address enquiries to the hotline only via this personnel designated vis-a-vis the Provider and to use forms provided by the Provider for this purpose. The hotline shall accept such enquiries by email, fax and telephone during the Provider's normal business hours.
The hotline will process proper enquiries in the normal course of business and answer them to the greatest extent possible. The hotline may refer to documentation and other training resources for the maintenance software available to the Customer for the purpose of generating a response. Insofar as a response by the hotline is not possible (or not possible in a timely manner), the Provider shall – insofar as this is expressly agreed – forward the enquiry for processing, in particular, enquiries concerning maintenance software not produced by it.
Further services of the hotline – such as other response times and deadlines, on-call services or on-site services by the Provider at the Customer's premises – shall be expressly agreed in advance.

A 5. Additional services

Services exceeding the scope of Clauses A 2. to A 4. shall not be owed under this contract; they shall require a separate agreement and shall be remunerated separately. This may, for example, relate to additionally agreed on-site assignments at the Customer's premises, advice and support in the case of modified software, the clarification of interfaces to third-party systems, installation and configuration support.

B. General provisions

The following provisions shall apply equally to fault management (A 2.), the provision of new versions (A 3.) and the hotline (A 4.).

B 1. Term

1.1 Unless otherwise agreed, the maintenance contract shall commence with the delivery in accordance with the transfer contract for the standard software.
1.2 After expiry of any agreed minimum term, the maintenance contract may be terminated in writing with a notice period of 3 months to the end of a calendar year, for the first time to the end of the calendar year following the conclusion of the contract. In addition, the contract may be terminated by the Provider and the Customer without notice for good cause.
1.3 Declarations of termination shall only be effective in writing.

B 2. Compensation

2.1 Flat-rate remuneration
The Customer shall remunerate the maintenance services by means of a continuous flat-rate. The remuneration for maintenance is owed in advance in the billing period and is invoiced by the Provider to the Customer at the beginning of the billing period. In principle, the billing period is the calendar year. If the contract begins within a billing period, the remuneration is owed pro rata temporis and invoiced upon conclusion of the contract.
2.2 Remuneration for additional services
Additional services, which are not covered by said flat-rate remuneration, shall be remunerated in accordance with Clause 2.1 of the AV AKI.
2.3 Adjustment of the remuneration
The Provider may adjust the remuneration to general list prices on a calendar year basis.

The Customer shall have a right of termination if the flat-rate remuneration rates increase by more than 5% percent. The Provider shall give the Customer three months' notice of such an increase. The Customer may terminate within one month of receipt of such an increase.

B 3. Right of use

The Customer's rights of use to new versions and to other corrections of the maintenance software correspond to the rights of use to the previous version of the maintenance 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 after an appropriate transitional period – which, as a rule, shall not exceed one month. The Customer may archive one copy.

B 4. Obligations of the Customer

4.1 The Customer shall notify the Provider without delay of any changes to the respective environment, including in order to enable the Provider to provide the maintenance service. Furthermore, the Customer shall ensure that the maintenance software is only used in a released operating environment supported by said maintenance software. The Provider shall not owe any maintenance for software that is not used in such an environment.

4.2 Unless otherwise agreed, the Customer shall additionally store all documents, information and data handed over to the Provider in such a way that they can be reconstructed in the event of damage to (or loss of) data carriers.

B 5. Handover

Insofar as software is handed over within the scope of these Terms and Conditions, and nothing to the contrary is agreed, this shall be done in the same way as for the transfer of the maintenance software.

B 6. Data protection

6.1 Insofar as the Provider has access to personal data of the Customer or from the Customer's sphere of influence, the Provider shall act exclusively as a processor and shall process and use such data only for the performance of the contract. The Provider shall comply with the Customer's instructions for the handling of such data. The Customer shall bear any adverse consequences of such instructions for the performance of the contract. The Customer shall agree with the Provider the details for the Provider's handling of the Customer's data in accordance with the requirements of data protection law.

6.2 The Customer shall remain the responsible party – both generally in the contractual relationship – and in terms of data protection law as controller. The following shall apply to the relationship between the Provider and the Customer: vis-a-vis the data subject, the Customer shall be responsible for the processing (including the collection and use) of personal data, except to the extent that the Provider is responsible for any claims by the data subject due to a breach of duty attributable to the Provider. The Customer shall, with the requisite responsibly, examine, process and respond to any enquiries, applications and claims of the data subject. This shall also apply in the event of a claim asserted against the Provider by the data subject. The Provider shall support the Customer within the scope of his duties.

6.3 The Provider warrants that data of the Customer will be processed exclusively in the territory of the Federal Republic of Germany, in a Member State of the European Union or in another Contracting State of the Agreement on the European Economic Area, unless otherwise agreed.

B 7. Validity of the AV AKI

The General Terms and Conditions of Contract of AKI (AV AKI) shall apply in addition.