

Maintenance Contract

Contract number: WV25_11

Concluded between

Hvězdárna a planetárium hl. m. Prahy, p. o.
Královská obora 233, Bubeneč,
170 00 Praha 7, Czechia
as Client (hereafter referred as Prague Planetarium)

and

Ars Electronica Linz GmbH & Co KG
Ars Electronica Solutions
Ars-Electronica-Straße 1
4040 Linz
Austria

as Contractor (hereafter referred as AES)

1. Purpose of the Contract

The client operates an artistic media installation entitled "ESA: Earth from Space" in its property described below. The development, delivery, commissioning, and usage rights of these installations are described in project contracts with the project owner, the European Space Agency.

After handover and putting into operation of the installation, AES will provide services in the areas of maintenance and support of software systems, hardware components and the associated special constructions (insofar as supplied by Ars Electronica Linz GmbH & Co KG and listed in the associated documentation). These are regulated in the present maintenance contract.

2. General Terms & Conditions of Business

This contract is based on the General Terms and Conditions (*Allgemeine Geschäftsbedingungen AGB*) of Ars Electronica Linz GmbH & Co KG in the version dated 13.05.2017 ([AGB_Ars_Electronica_Linz_GmbH_Co_KG_2017_en.pdf](#)). In the event of conflicting provisions, this contract shall take precedence over the AGB.

3. Subject Matter of the Contract

This contract governs the maintenance services for the following installation(s) at the following site(s), beginning on the date of acceptance.

Date: 12.11.2025

Exhibition	Location
ESA: Earth from Space	Prague Planetarium Královská obora 233, Bubeneč, 170 00 Praha 7, Czechia

4. Duration of the Maintenance Contract/Cancellation

The maintenance contract begins on the date agreed under point 3 and is at least valid until the end of the calendar year 2026. Unless the contract is cancelled by one of the two contracting parties 2 (two) months before the end of the calendar year, it shall be automatically extended by a further year at the end of each calendar year, but no longer than until 31.12.2029.

After 31.12.2029, the contract terms will be reassessed, particularly with regard to technological developments and economic conditions. Based on this reassessment, an updated maintenance agreement will be issued to ensure continued reliable and efficient maintenance.

5. Services

The maintenance services are provided exclusively by employees of AES or by persons commissioned by AES. Transfer to third parties by the client is not permitted or requires the express written consent of AES.

The hourly quota for the maintenance contract is **seventy-eight (78) hours per year** and consists of the services for telephone and mail support as well as the on-site and remote inspections as defined below.

5.1. Telephone, Mail Support and Content Updates:

AES is available to the client for questions, consultations, problem solutions and troubleshooting in the event of questions and application problems arising in connection with the use of the installations that are the subject of the contract within the core working hours (see 9.). AES will ensure that an appropriate team of specialists is available for this purpose (in particular for troubleshooting). This includes the following services:

- Recording of enquiries (by telephone, by e-mail)
- Login via remote maintenance access to determine, analyze, and rectify (if possible) the error that has occurred
- Instruction(s) for the responsible contact person of the client for further fault isolation and elimination if necessary and possible
- Providing information and instructions on the operation of the hardware and software components as well as answering questions related to the hardware and software components
- Internal forwarding of the issue to the responsible department, if the issue cannot be remedied immediately
- Information on possible solutions, elimination of errors as well as (if possible) suggestions for preventive measures

It is expressly pointed out that for the stations "Elevation Model" and "DLR Application Touchtable," a solution or correction of errors in case of content-related issues cannot be guaranteed, as the software implementation and the content for these installations did not originate from AES.

This contract includes telephone and mail support to the extent of **thirty-six (36) hours per year**.

If all the allocated support hours are not used for telephone or email support, they can be used for content updates instead.

Content updates include, but are not limited to the following:

- Organisation and adaptation of data and display formats (e.g. screen orientation, video integration, CMS content).

- Coordination of updates and extensions to data material (CMS content, application content, software packages, etc.).
- Translation and joint review processes between ESA and AES.

Once the included support hours have been used up, any additional content updates will be carried out on a time-and-materials basis, according to the applicable hourly rates, and in consultation with ESA.

When the installation is handed over to the client, the client shall receive detailed documentation with instructions for troubleshooting. AES is entitled to offer additional training measures for a fee (daily rate € 1,300.00 plus travel expenses for on-site training, hourly rate € 165.00 for online training) in case of repeated use of support for similar problems. These additional training measures are not part of this contract and will be charged separately after commissioning and execution.

5.2. Inspection of the Installation

5.2.1. On Site

The on-site inspection of the installation shall be carried out **one (1) time per year** to the extent of **twenty-six (26) hours** (incl. preparation and follow-up) during regular business hours and in consultation with the Client. Access to the client's premises and the names of the AES employees shall be registered in advance in accordance with the client's security guidelines.

The maintenance service consists of checking the hardware and software environment, the technical integrity of the installation, as well as the elimination of program errors that can be reconstructed. This includes, in particular, activities that cannot be carried out via remote maintenance:

- Adjustment of the projectors (color, alignment)
- Adjustment of the screens
- Examination for physical damage
- Necessary operating system updates (regular updates are disabled)
- Checking sound and light of the installations
- Thread testing all installations
- Check of the server room or technical rooms
- Check of cable connections
- Check of the devices that cannot be reached via remote maintenance:
 - Examination of the error logs and protocols on the systems
 - Cleaning up the systems
 - Investigation of unauthorized access to the systems or parts thereof
 - Verification of regular operation
 - Cleaning up and archiving of application data and logs

On-site maintenance must be confirmed in writing by the client. Travel costs and travel times are included in the contract price in the form of a lump sum.

Any other transport and insurance costs as well as customs duties shall be charged separately (according to actual expenditure) in addition to the expenditure items.

5.2.2. Remote Maintenance

The inspection of the installation by remote maintenance shall be carried out **four (4) time in 2026 and from 2027 on two (2) time per year** to the extent of **four (4) hours per remote maintenance** during regular business hours and in consultation with the Client.

The maintenance service consists of checking the software environment, the technical integrity of the installation and the elimination of reconstructable program errors. The check of the system via remote maintenance access includes:

- Availability and control of all devices available on the network
- Examination of the error logs and protocols on the systems
- Consistency of the database(s) (CMS, ...)
- Clean-up of the systems
- Investigation of unauthorized access to the systems or parts thereof
- Verification of regular operation
- Clean-up and archiving of application data and logs if necessary

The accessibility of the system by means of remote maintenance access via the Internet (VPN, Teamviewer or similar) shall be provided by the Client.

5.3. Organization and Overhead

This service item includes the organization of the maintenance activities and the maintenance team as well as the organizational overhead. This also includes the organization and coordination of the project partners and the interfaces to other crafts. Furthermore, the defined maintenance budget or framework is controlled, and significant deviations are checked for possible corrective measures.

6. Extensions of the Scope of Services

Extensions to this scope of services are handled via "change requests", which are commissioned and invoiced separately.

6.1. Additional Services

Additional content updates, consulting, maintenance, and repair services in connection with the contractual installation that exceed the number of hours agreed upon shall be charged at a direct hourly rate of €165.00.

This also applies to services in connection with the repair or replacement of devices for which a warranty or guarantee of the respective manufacturer is applicable, as well as for the following services:

- Elimination of operational faults, repairs and spare parts deliveries outside the warranty or guarantee. (It is pointed out that spare parts deliveries, if they are not in stock, are dependent on the delivery times of third parties and therefore no exact delivery period can be guaranteed)
- System configuration for unit repair or replacement
- Research for alternatives or adaptation of the system to these alternatives, should a spare part no longer be available.
- Recovery of deleted or destroyed data, the loss of which is not the responsibility of AES.

It is pointed out that these services, which are not covered by the scope of the present maintenance contract, require a written order by the Client.

7. Limitations of the Maintenance Services

The scope of the contract does not include the elimination of malfunctions or damage due to improper handling or other external influences for which AES is not responsible. Services to be provided by AES for the elimination of such faults are to be ordered separately by the client.

Furthermore, activities are excluded from the maintenance contract which are necessary for the problem-free operation of the system, and which can be carried out by appropriately trained specialist personnel or the in-house technical department, e.g., replacement of lamps, electrical installations, regular rebooting of the installation computers, etc.

Tampering with the software or the data managed by the software by the client or third parties not attributable to AES releases AES from the obligations of this maintenance contract. The input of data into the CMS in accordance with the documented user interfaces is not an intervention in the software or the managed data.

8. Obligation of the Client to Cooperate

The Client agrees to support the maintenance service to the extent described herein and for the agreed duration of the maintenance. The client shall name a contact person who is responsible and authorized to make decisions. In case of unavailability (illness, holiday, ...), a substitute with equal rights shall be appointed.

The scope of services specified in point 5 requires that the client provides an appropriately qualified specialist for the ongoing operation of the exhibition. This specialist is available to AES as a contact person for telephone and mail support and carries out troubleshooting on site according to instructions.

The client guarantees safe and smooth access to the installation on site at the agreed maintenance date. The Client shall provide appropriate access for the purpose of remote maintenance during the agreed maintenance availability times.

9. Availability of the Maintenance Service (Wartungsdienst)

Ars Electronica Linz GmbH & Co KG
Wartungsdienst AE Solutions
Ars-Electronica-Straße 1
4040 Linz
Austria
Tel: +43.(0)664.81.26.216

The AE Solutions maintenance service is available on weekdays, except Saturdays, Sundays and Austrian public holidays, during the following times:

Monday till Thursday	10 am until 4 pm (CET)
Friday	10 am until 1 pm (CET)

Every maintenance request is recorded in writing and processed as quickly as possible, i.e. without culpable delay. Response and recovery times begin with the receipt of the incident report during the agreed service times and run exclusively during the agreed service times. The maintenance services to be performed shall be carried out on weekdays, except Saturdays, Sundays and on Austrian public holidays within the business hours:

Monday till Thursday	9 am until 5 pm (CET)
Friday	9 am until 3 pm (CET)

10. Net Contract Price

Contract price Q4-2025: € 3,050

The annual contract price for 2026 is: **€ 17,600**

The annual contract price from 2027 is: **€ 16,500**

It is mutually agreed that the annual contract price in the amount of € 17,600 (for 2026) and € 16,500 (from 2027) and the hourly rate in the amount of € 165.00 are value-assured by the Austrian Consumer Price Index 2020 (CPI 2020) or an index of Statistics Austria replacing it. The index figure published for the month of the beginning of the contract (November 2025) shall serve as the starting point for value protection. In December of each year, the price for the following year is adjusted in relation to the development of the index. A first adjustment is possible as of 01.01.2027.

All prices quoted in this contract are in Euros (€) and do not include legally mandated Value Added Tax (VAT).

For 2025:

Organisation & Overhead	
Telephone & Email support	
Total Price	€ 3 050,00

For 2026:

Organisation & Overhead	€ 3 300,00	
Telephone & Email support	€ 5 600,00	36 hours/year
Inspection on Site (1x)	€ 3 900,00	26 hours/year
Remote Maintenance (4x)	€ 2 200,00	16 hours/year
Travel Allowances	€ 2 600,00	
Total Price	€ 17 600,00	

From 2027:

Organisation & Overhead	€ 3 300,00	
Telephone & Email support	€ 5 600,00	36 hours/year
Inspection on Site (1x)	€ 3 900,00	26 hours/year
Remote Maintenance (2x)	€ 1 100,00	8 hours/year
Travel Allowances	€ 2 600,00	
Total Price	€ 16 500,00	

Any and all additional outlays such as transportation costs, insurance premiums and customs duties will be accounted for separately at cost and invoiced in addition to the charges listed above.

10.1. Terms of Payment

The payment terms are 20 days net after receipt of the invoice.

The charging period is quarterly. Starting in 2026, the maintenance fee will be 100% of the total annual amount, which includes organizational and overhead costs. Twenty-five percent of the annual fee will be charged at the end of each quarter. Additional services will be invoiced separately based on the number of hours used.

For 2025 the maintenance services include organization and overhead costs as well as telephone and email support, and will be charged as follows:

Q4 2025	€ 3.050
	€ 3.050

For 2026 maintenance services will be charged according to the rates below, with annual adjustments in subsequent years based on index developments:

Payment terms			
Q1 2026	25%	€ 4.400,00	
Q2 2026	25%	€ 4.400,00	
Q3 2026	25%	€ 4.400,00	
Q4 2026	25%	€ 4.400,00	
	100%	€ 17.600,00	

From 2027 maintenance services will be charged according to the rates below, with annual adjustments in subsequent years based on index developments:

Payment terms			
Q1	25%	€ 4.125,00	
Q2	25%	€ 4.125,00	
Q3	25%	€ 4.125,00	
Q4	25%	€ 4.125,00	
	100%	€ 16.500,00	

11. Liability

AES is liable in accordance with legal provisions for the carrying out of the agreed service. Liability for slight negligence is excluded.

12. Legal Succession

Ars Electronica Linz GmbH & Co KG shall be authorized to transfer the rights and obligations arising from this agreement to a third (indirect) subsidiary of the City of Linz, provided that such subsidiary can carry out the contractual services accordingly. The contractual partner hereby gives its express consent to the legal succession. Ars Electronica Linz GmbH & Co KG or its respective legal successor shall notify the contractual partner of the transfer of contract within fourteen days of a transfer of rights and obligations under this Agreement.

13. Final Provisions

Force majeure, labor disputes, natural disasters, pandemics, epidemics and transportation blockages, as well as other circumstances beyond the control of AES, shall release AES from its performance obligation for their duration and shall not constitute a default. In the event of longer persistent delays, the client and AES shall agree to mutually cooperate in good faith in order to carry out the purposes and spirit of this project to their mutual advantage. In any event, the client shall not be entitled to terminate the contract due to delays, unless the basic feasibility of the project became impossible. Any partial services provided by AES shall be invoiced in full.

Should any provisions of this contract be invalid or void, this shall not affect the validity of the rest of the contract. In this case, those legally permissible provisions shall be agreed which correspond as far as possible to the economic intention. This Agreement is governed by Austrian Law excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. Place of jurisdiction is, as far as legally permissible, the responsible court in Linz, Austria.

Verbal collateral agreements do not exist or are invalid. Verbal amendments or supplements to this contract require a written agreement to be valid, which must be signed by the company. This also applies to the deviation from the written form.

All payments to be made under this agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees, and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a party to this agreement is compelled to make any such deduction, it will pay to the receiving party such additional amounts as are necessary to ensure receipt by the receiving party of the full amount which that party would have received but for the deduction.

14. Contracting Persons

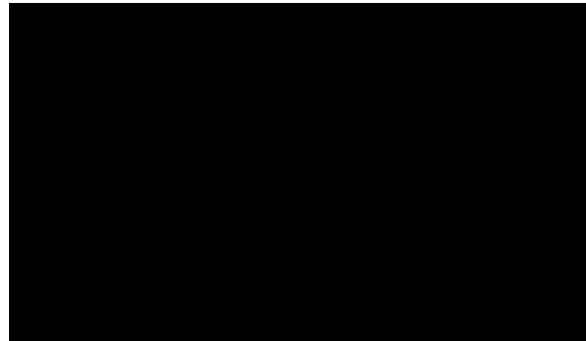
For the Client (Prague Planetarium):

Invoice by E-Mail: Yes No

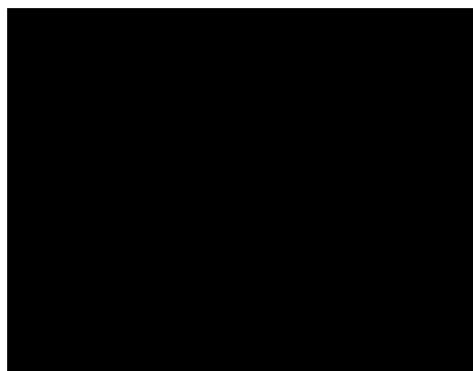
If yes, digital invoice address: 

VAT ID Number: CZ 000 64441

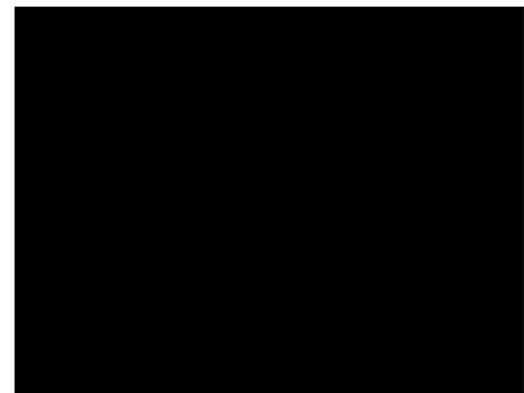
Place, Date: PRAGUE, 29.12.2025



For the Contractor (AES):



Place, Date: Linz, December 2025



Authorized Company Signatories