

Appendix to the General Terms: Fractional Marketing Engineer

Essential Code GmbH

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For businesses only (B2B)

This appendix sets out how Essential Code and the Client work together in ongoing work as Fractional Marketing Engineer. It supplements the General Terms of Essential Code GmbH.

1. The service

1.1. As Fractional Marketing Engineer, a small senior team of Essential Code looks after and develops the technical side of the Client's website and marketing systems, such as the content management system (CMS), the customer relationship management system (CRM), analytics, tracking and the team's artificial intelligence (AI) tools.

1.2. The scope of the plan the Client books, the price and the term are set in the individual agreement. Essential Code does not track hours. There are no quotas of hours or requests.

2. Nature of the work

2.1. Essential Code provides the ongoing work with professional care. It owes a specific result only where a request is expressly agreed as a deliverable on the board. The monthly or prepaid fee is due for the period, regardless of when individual requests are completed.

2.2. Essential Code decides who does the work, how, when, where and with which tools. The Client directs what is done, not working time, place or method. Essential Code works with its own staff and its own resources.

2.3. Essential Code may use its staff, subcontractors and AI tools and remains responsible for their work. Personal data of the Client goes into AI tools only under section 13 of the General Terms.

3. Requests

3.1. A request is a card on the board created by one of the Client's named contact persons, or a request sent through another agreed channel. Where possible it includes the campaign date and the copy and files needed.

3.2. The Client sets the order. When several requests arrive at once, Essential Code asks the Client's contact person which comes first. Essential Code may split a large request into smaller ones.

3.3. Each party names its contact persons in writing and keeps the list current.

3.4. Essential Code records every request and reports when it is live. The board history is the agreed record of requests, approvals and completed work. The Client raises any objection to it within 30 days.

4. Separate projects

4.1. A full rebuild or redesign, a new brand, visual identity or design system, and a move to another framework or CMS, including a headless migration, are not part of the ongoing work. They get their own scope, quote and timeline.

4.2. The Client provides all content and assets, such as texts, images, videos, documents and data, and is responsible for them. Essential Code puts them in place. Essential Code corrects small errors, such as typos and wrong or broken links.

4.3. Essential Code says before starting whether a request is in the plan or a separate project.

5. Staging and approval

5.1. Changes go to staging first, and the Client approves the go-live on the board.

5.2. If the Client neither approves nor reports a defect within five business days after Essential Code reports a change as ready on staging, or if the Client uses the change live, the change counts as approved.

5.3. Fixes and improvements to the live site may go live directly after testing, to keep the site fast and secure. Essential Code may apply urgent security updates without prior approval and informs the Client promptly.

6. Availability

6.1. Essential Code works on a best-effort basis and reacts to every request as soon as possible, Monday to Friday during office business hours on Austrian business days. There is no on-call or emergency service unless agreed separately.

6.2. Same-day targets are not guaranteed deadlines. A level of website availability is owed only if expressly agreed.

7. Missing input and third-party platforms

7.1. If work stalls because input, approvals or access from the Client are missing, the fee remains due. Capacity not used in a month does not carry over and is not refunded or credited.

7.2. Third-party platforms are contracted and paid by the Client. Adapting the website or the marketing systems to changes made by a vendor is handled as a normal request. Essential Code is not responsible for a vendor's outages or its changes to prices, features or interfaces.

8. Monthly plans

8.1. Monthly plans run month to month and are invoiced monthly in advance.

8.2. Either party may terminate a monthly plan with 30 days' notice in text form. The last, partly used month is charged or refunded pro rata by day.

8.3. The Client may pause a monthly plan with 30 days' notice, for at most three months in any twelve. During a pause, work and fees stop.

8.4. The Client may switch to another plan from the first day of the next month.

9. Prepaid fixed terms

9.1. Where the individual agreement provides for a fixed term paid in advance, neither party can terminate it before it ends, and it cannot be paused. No part of the prepaid fee is refunded.

9.2. After the fixed term, the plan continues month to month under section 8, at the rate set in the individual agreement.

10. End of the engagement

10.1. On any end of the engagement, the Client keeps everything it needs to run the website: the source code in its own repository, its accounts and data, the hosting project transferred to its own account where Essential Code ran the hosting, and current notes on how changes go live.

10.2. Essential Code hands these over within 14 days and removes its own access. Further support with a transition is a separate, paid request.