STANDARD SUPPORT CONDITIONS

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1   INTRODUCTION

This document specifies the generic conditions for retrieving support services and efforts by STACKFORCE. By ordering a "support package" resp. "flexible support" resp. by signing another contract with STACKFORCE that includes services offered as "support package" or "flexible support", the customer agrees with all conditions specified in this document, unless stated differently in the related quotation resp. contract.

2   SUPPORT MODELS

2.1 DESCRIPTION "SUPPORT PACKAGE"

The "support package" includes a certain budget of effort, which will be guaranteed and can be consumed by customer over time. The following conditions apply:

a. Unless specified differently within the related quotation, non-consumed effort budget will expire three months after reception of the related purchase order.

b. A "support package" will be canceled automatically, either once the budget has been consumed completely, or latest upon expiration of the budget.

c. Payment must happen in advance and is not affecting the expiration date, since the expiration date is depending on the date of reception of the purchase order.

When 100% of the hours included in the support package have been consumed, no further effort can be spent until either

- another support package or flexible support has been ordered and paid resp. signed, or
- a written order has been received for performing the requested work against the background of a dedicated service contract or statement of work.

2.2 DESCRIPTION "FLEXIBLE SUPPORT"

Besides a monthly base fee for minimum guaranteed efforts, any effort spent against the background of "flexible support" will be invoiced based on the actual requested and provided efforts. The following conditions apply:

a. Unless specified differently within the related quotation, "flexible support" will be provided for twelve months, and will be extended by another twelve months automatically, if not canceled three full months before its automatic extension.
b. The base fee for minimum guaranteed effort will be charged always, also in case it hasn't been consumed. This is meant to cover cost for preserving resources for providing support timely.
c. If not stated differently at the quotation, the minimum guaranteed effort is 50% of the overall guaranteed effort.

3 WORKFLOW

This workflow applies for every support request.

1) STACKFORCE receives a support request from an authorized person at the customer. STACKFORCE will assess the request and provide first feedback including an effort estimation.
2) Based on feedback and effort estimation, the customer will respond:
   a) Approved, STACKFORCE will process the support request.
   b) Declined, support request will be rejected and closed immediately.
3) As soon as STACKFORCE recognizes unforeseen issues preventing to keep efforts within initially approved effort estimation, STACKFORCE will immediately inform the customer and will provide an update on the effort estimation. Based on this updated effort estimation, the customer must provide a decision:
   a) Approval of updated overall effort estimation and continue processing of the support request.
   b) Approval of already spent efforts for an incompletely processed support request and abort processing immediately.
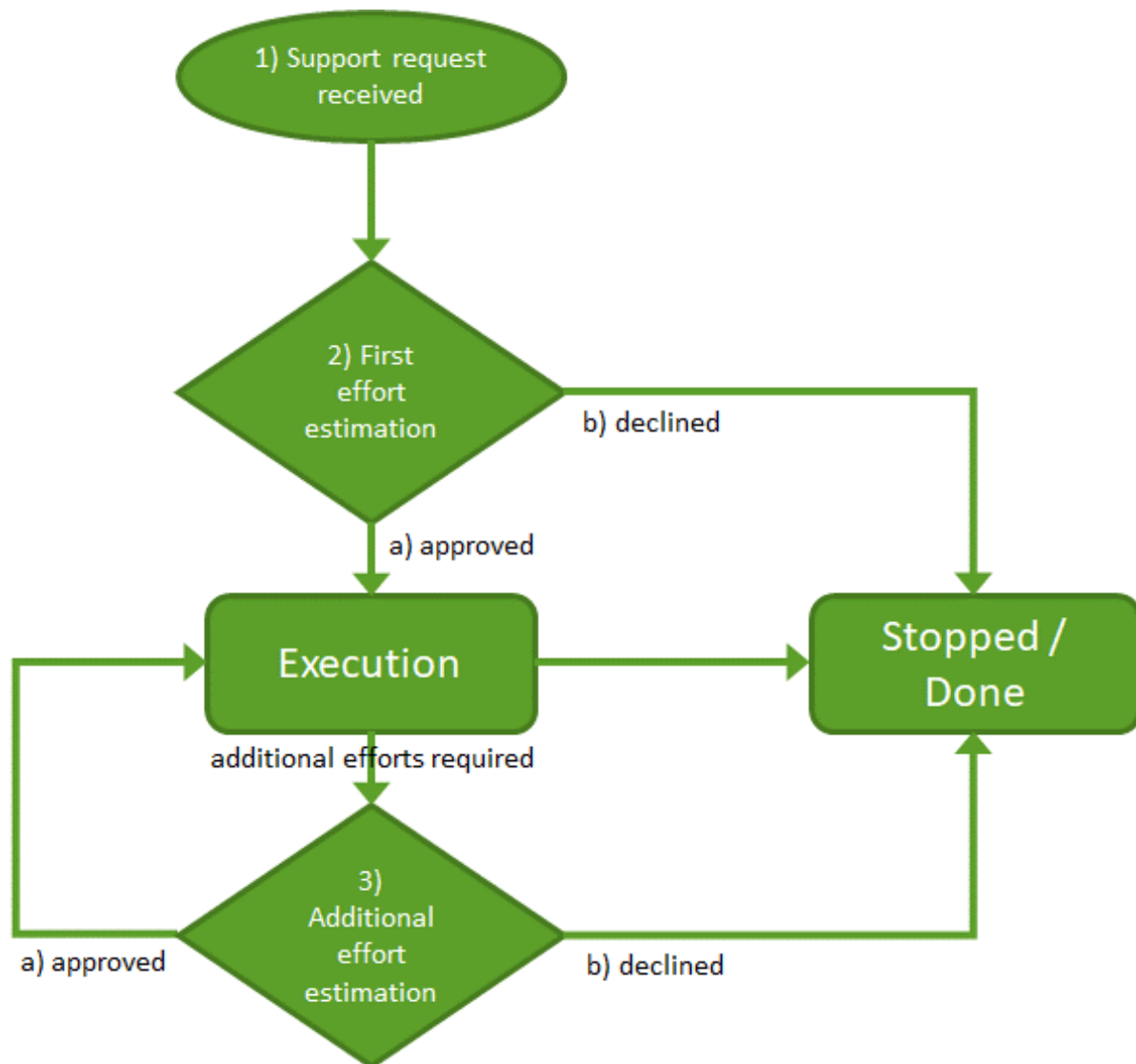
4 RIGHTS AND DUTIES

4.1 DUTIES OF STACKFORCE

STACKFORCE shall …

1. … provide a specific e-mail address for customers to place a support requests and approval of effort estimations.
2. … document each new support request by creating and maintaining a new ticket for each request within STACKFORCE' internal ticket system.
3. … provide support within phone calls, web conferences or via e-mail. Phone calls or web conferences are supported during business hours (9.00h - 17.00h) in German time zone. Reactions to e-mails are given latest two business days after arrival at STACKFORCE mail server. Support might also include small programming, testing or debugging tasks. It might also include training at STACKFORCE premises.

Personal meetings and business trips are not envisaged by this contract, but could be offered separately.

4. ... give first feedback on reception of new support request within two business days after arrival at STACKFORCE mail server.
5. ... start processing of any support request within three business days after arrival of approval of the estimated effort at STACKFORCE mail server.
6. ... track all efforts with a resolution of 15 man-minutes (corresponds to 0,25 man-hours).
7. ... apply one engineer being responsible for the thoroughly execution.

4.2 DUTIES OF THE CUSTOMER

Receiver/Customer shall ...

1. ... provide feedback about approval/denial of a new support request within two business days. In case the decision at the customer takes longer than that, the customer accepts processing of the request might be postponed up five business days since receipt of the approval.
2. ... accept up to one man-hour of effort at STACKFORCE per request by default without the need for approval. This is required for first brief analysis of any support request, to be able to estimate effort and create a feedback.

4.3 RIGHTS OF STACKFORCE

STACKFORCE may ...

1. ... choose the number of engineers for executing a requests / task completely on its own, in case for internal reasons it is required to speed up the execution.
2. ... reject processing of support requests that are exceeding an effort of five man-days per month.
3. ... reject or postpone to continue processing of a support request that already have been approved by the customer, in case a required update of the effort estimation leads to an overall effort of more than five man-days for this support request.

5 TERMS AND CONDITIONS

5.1 RATES & INVOICING

1. Efforts are described as
   a. person hours (PH), corresponding to 60 minutes of effort,
   b. person days (PD), whereas one PD corresponds to eight PH,
   c. person weeks (PW), whereas one PW corresponds to five PD or
   d. person months (PM), whereas one PM corresponds to four PW.
2. One PD will be charged according to the current standard rates, if not stated differently at the related quotation, whereas
   a. for "support package" the rates of a scheduled resource apply and
   b. for flexible support" the rates of an on-demand resource apply.
3. In any case value added taxes may be added according to the legal conditions.
4. Invoicing of the provided support efforts will happen on a monthly or quarterly basis. The decision about the invoicing period is up to STACKFORCE.
5. Non-acceptance must be declared within 14 days, otherwise invoice will be accepted implicitly.

5.2 CANCELLATION

1. All cancellation, adaptation or extensions of the conditions for providing support shall be in paper form.