



## STANDARD SUPPORT CONDITIONS

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# TABLE OF CONTENTS

1	Introduction .....	3
2	The essentials in brief .....	3
3	Support workflow .....	4
4	Support models .....	5
4.1	Pre-Paid Support .....	5
4.2	On-Demand Support.....	6
5	General definitions, terms and conditions.....	6

# 1 INTRODUCTION

This document specifies the generic conditions for retrieving support services and efforts by STACKFORCE.

By ordering a support model (please refer to section 4) resp. by signing another contract with STACKFORCE that includes a support model, **the customer agrees with all conditions specified in this document**, unless stated differently in the related quotation resp. contract.

## Support by STACKFORCE...

...is not limited to advice services. It might also include:

- small programming
- testing
- debugging
- training
- ...



# 2 THE ESSENTIALS IN BRIEF



General **point of contact** for all support-related requests: [support@stackforce.com](mailto:support@stackforce.com).



**Documentation** and **tracking** of support requests within a STACKFORCE internal ticket system.



**Initial support proposal**<sup>1</sup> within **two business days**<sup>2</sup> against remuneration of effort up to two person-hours<sup>4</sup>.



Support provision via **phone**, **web-conferences**, or **e-mail** during STACKFORCE business hours<sup>4</sup>.

(Personal meetings and business trips are not envisaged in general but could be offered separately.)



Assignment of one **engineer** being responsible for the thorough execution.

<sup>1</sup> STACKFORCE may reject the processing of support requests that are exceeding an effort of five person-days per month.

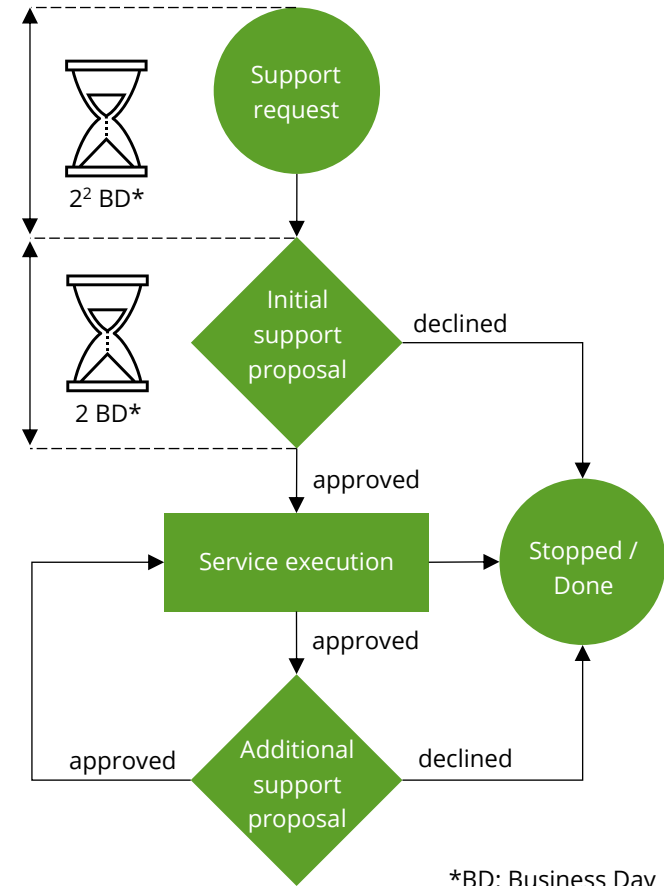
<sup>2</sup> For specific agreements (e.g. License Packages), the reaction time may deviate from this document and is then specified within the related documents / quotation.

<sup>3</sup> The customer accepts up to two person-hours of effort at STACKFORCE according to the current standard rates per request by default without the need for approval.

<sup>4</sup> STACKFORCE business hours are specified in STACKFORCE's "General Terms and Conditions" document, which is available on our website [stackforce.com](http://stackforce.com) or upon request at [info@stackforce.com](mailto:info@stackforce.com).

### 3 SUPPORT WORKFLOW

1. During normal business hours, STACKFORCE receives a support request from an authorized person at the customer.
2. Within two business days<sup>2</sup> after the receipt, STACKFORCE will assess the request and provide first feedback including an **effort estimation** and a **service period** for the support, possible at the time of the feedback.  
**For this first evaluation per request, the customer accepts remuneration up to two person-hours of effort according to the current standard rates without the need for approval.**
3. Based on feedback and effort estimation, the customer will decide within two business days<sup>5</sup>:
  - a. Approved: STACKFORCE will provide support within the confirmed service period.
  - b. Declined: The support request will be rejected and closed immediately (Up to two person-hours will be charged to the budget though for first evaluation as mentioned above.).
4. In case STACKFORCE recognizes unforeseen issues preventing to keep efforts within initially approved budget, STACKFORCE will immediately inform the customer<sup>6</sup>. Based on this updated effort estimation, the customer will decide:
  - a. Approved: The customer accepts the updated overall effort estimation and STACKFORCE continues with the processing of the support request.
  - b. Declined: The support case processing is stopped and already spent efforts will be charged to the budget.

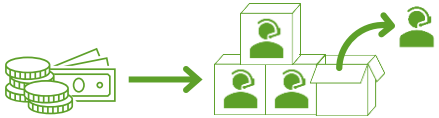


<sup>5</sup> If the customer approves later than two business days after the initial support proposal, STACKFORCE may refuse support or propose a new service period.

<sup>6</sup> STACKFORCE may reject or postpone to continue processing of a support request that already has been approved by the customer, in case a required update of the effort estimation leads to an overall effort of more than five person-days for this support request.

## 4 SUPPORT MODELS

STACKFORCE is providing two different support models to fit the needs of our customers:



**Pre-Paid Support**

This model includes a certain **budget of pre-paid effort**, which will be guaranteed and can be **consumed** by customers **over time**.



**On-Demand Support**

Besides a **monthly based fee** for minimum guaranteed efforts, any efforts will be **invoiced** based on the **actual requested and provided efforts**.

### 4.1 PRE-PAID SUPPORT

#### Payment

Payment must happen **in advance** (pre-paid) and is not affecting the expiration date.

#### Expiration of effort budget

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

#### Termination

A “Pre-Paid Support” model will be **canceled automatically**, either

- once the budget has been consumed complete, or
- latest upon expiration of the budget.

#### Continuation

When 100% of the hours included in the “Pre-Paid Support” have been consumed, no further effort can be spent, until either

- another “Pre-Paid Support” or “On-Demand Support” has been ordered and paid resp. signed, or
- a written order has been received for performing the requested work against the background of dedicated service contract or statement of work.

## 4.2 ON-DEMAND SUPPORT

### Payment

Invoicing of the provided support efforts will happen on a monthly or quarterly basis. The decision about the invoicing period is up to STACKFORCE depending on the actual support efforts to be invoiced.

### Term and termination

Unless specified differently within the related quotation, "On-Demand 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.

### Basic fee

The basic fee for minimum guaranteed effort will be charged always, also in case it hasn't been consumed. This is meant to cover cost for preventing resources for providing support timely.

### Guaranteed effort

If not stated differently at the quotation, the minimum guaranteed effort is 50% of the overall guaranteed effort.

## 5 GENERAL DEFINITIONS, TERMS AND CONDITIONS

### Efforts

...are described as:

- a) Person-hours (PH)  
corresponding to 60 minutes of effort
- b) Person-days (PD)  
corresponding to eight PH
- c) Person-weeks (PW)  
corresponding to five PD
- d) Person-months (PM)  
corresponding to four PW

All efforts will be tracked with a resolution of 15 person-minutes (0,25 person-hours).

### Rates, invoicing and termination

- ✓ All efforts will be charged according to the current standard rates, if not stated differently at the related quotation.
- ✓ Taxes may be added according to the legal conditions.
- ✓ Non-acceptance must be declared within 14 days, otherwise invoice will be accepted implicitly.
- ✓ All cancellation, adaptation or extensions of the conditions for providing support shall be in writing.



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