



2024-03-06 | v2.0



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### **1 MAINTENANCE SERVICE DESCRIPTION**

Maintenance services by STACKFORCE can be

- purchased in combination with a STACKFORCE software product package, or
- individually purchased or extended for a STACKFORCE software product.

For more information to our support services, please refer to STACKFORCE's *"Standard Support Conditions"* document, which is available on our website <u>stackforce.com</u> or upon request at info@stackforce.com.). During the active maintenance period, maintenance includes...

# $\int$

...the reception of software product **updates** (new versions, please refer to Chapter 2) against the background of

- removal of malfunctions (bug fixes),
- functional improvements<sup>1</sup>, and
- functional extensions<sup>1</sup>, and...



...active **warranty**<sup>2</sup> for the software product.

<sup>&</sup>lt;sup>1</sup> Type and scope regarding functional improvements and extensions are up to STACKFORCE.

<sup>&</sup>lt;sup>2</sup> In general, STACKFORCE software products include 12 months of warranty. An active maintenance period exceeding these initial 12 months extends the warranty by the term of the active maintenance period.



### 2 UPDATE VS. UPGRADE

#### Update

New version of the maintained software product in order to keep it updated and prevent / remove malfunctions, e.g. containing:

- Removal of malfunctions (bug fixes)
- Functional modifications<sup>1</sup>
- Functional improvements<sup>1</sup>
- Preventive measures for possible malfunctions

e.g. Wireless M-Bus Protocol Stack OMS v4.5.1 in version 1.0.0 to

Wireless M-Bus Protocol Stack OMS v4.5.1 in version 1.1.0

### Upgrade

Further development of the software product, leading to significant functional extensions and / or a new software product,

e.g.

Wireless M-Bus Protocol Stack OMS v4.5.1

to

Wireless M-Bus Protocol Stack OMS v5.0.1



Included in maintenance service package



Available by purchasing a new software product



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## **3 MALFUNCTION MANAGEMENT**

Of course, STACKFORCE makes every effort to avoid or detect and remove malfunctions in advance. However, if a customer notices a malfunction in a maintained software product, the following procedure applies:

### Malfunction report

- Via e-mail to <a href="mailto:support@stackforce.com">support@stackforce.com</a>
- First reaction within two business days after the receipt of the malfunction report during STACKFORCE business hours<sup>3</sup>

### Documentation and tracking

Of malfunction reports within a STACKFORCE internal ticket system

**Analyse** and **localization** of malfunction, according to the malfunction category classification:



further measures are handled as support request (additional costs may apply).

<sup>§</sup> STACKFORCE business hours are specified in STACKFORCE's "General Terms and Conditions" document, which is available on our website <u>stackforce.com</u> or upon request at <u>info@stackforce.com</u>.



### 4 TERMS AND CONDITIONS

#### Term and termination

In general, the term of the maintenance service package starts with the delivery date of the related STACKFORCE software product.

However, if the STACKFORCE software product has already been delivered, the term of the maintenance service package starts at the effective date of the order confirmation for the maintenance service package or at the effective date agreed within the order confirmation for the maintenance service package.

The general term of the maintenance service package is 12 months and will be cancelled automatically if not – after prior, mutual consent – extended in writing with a 1-month notice period by the end of the term.

**Please remark:** For specific agreements (e.g. License Packages), the term and payment conditions for maintenance services may deviate from this document and are then specified within the related documents / quotation.

#### Payment

The remuneration<sup>4</sup> for the maintenance service package is due in advance and will be invoiced in advance of each accounting period (12 months).

<sup>&</sup>lt;sup>4</sup> STACKFORCE reserves the right to adjust the remuneration for a new accounting period with a 3-month notice period in accordance with the trend in the index of labour costs for the manufacturing and service industries. If the annual remuneration increases by more than 5%, the customer is authorized to terminate the contract by the time the increase takes effect, within a period of six weeks after receipt of the demand for increase.



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