Version: — Effective date: —

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1. Scope and precedence

These Flinker Services Terms (v2026-01) ("Terms") apply to the services described in the quote ("Services") provided by Flinker GmbH ("Flinker") to the customer ("Customer"). If the parties have a signed master agreement or SOW that conflicts with these Terms, the signed agreement prevails.

2. Definitions

- **Support Request / Case:** One single issue related to existing product functionality (break/fix or "how-to") with reasonable effort to resolve. If a request contains multiple issues, each issue is a separate Case.
- **Change Request (CR):** Any work beyond standard support and beyond the quoted deliverables, including custom development

and scope expansions.

- **Prerequisites:** Access, data, environments, and a named Customer contact required for delivery.
- **Evaluation License:** A time-limited license provided for evaluation/PoC/pilot purposes only, at no additional charge during the engagement period as stated in the quote (if included).

3. Deliverables and delivery windows

Deliverables, caps (Cases/sessions), and delivery windows are as stated in the quote line items. Delivery timelines are best-effort and depend on timely completion of Prerequisites.

4. What is included vs excluded

4.1 Included (unless the quote states otherwise):

- Delivery of the listed deliverables (documents/readout) and the included remote sessions.
- Handling of Support Requests (Cases) up to the stated cap.

4.2 Excluded (handled as Change Requests and require separate approval/quote):

- Feature requests, new integrations, design changes, custom development, custom code writing/review, bespoke scripting, or building new functionality.
- Work caused by third-party outages, unsupported environments, or issues outside Flinker's products.
- Formal security/compliance documentation beyond what is explicitly included in the quote.

5. Change control (scope expansion)

If Flinker reasonably determines that a task requires custom development or expanded scope, Flinker will propose a Change Request before continuing. Any Change Request requires prior written approval (email is sufficient) and will be delivered either T&M or fixed fee as agreed.

6. Support Requests (Cases) — operating rules

- Cases are processed on a best-effort basis during business days (CET/CEST).

- If Customer submits multiple issues in one message, Flinker may split them into multiple Cases.
- If a Case cannot be completed within reasonable effort, Flinker will propose next steps (e.g., Change Request).

7. Customer responsibilities (Prerequisites)

Customer shall provide (a) required access/permissions, (b) relevant data/examples, (c) a named point of contact, and (d) timely feedback. If Prerequisites are missing, the delivery timeline pauses until available.

8. Response targets (best effort)

Initial response target: within 2 business days (best effort). Resolution times depend on complexity, prerequisites, and agreed scope.

9. Evaluation and production licenses

- Evaluation licenses (if included) are time-limited and for evaluation purposes only.
- Production subscription licenses are not included unless explicitly listed as separate line items.
- Customer is responsible for ensuring the right production licensing for ongoing use.

10. Tier trigger (Standard vs Enterprise)

Enterprise tier applies if any of: >1 team, >1 use case, formal security/compliance/steering, or a client-ready readout for external end customers.

11. Fees, invoicing, and payment

Fees are as stated in the quote, plus any approved Change Requests. Unless otherwise stated: invoices are due 14 days net. VAT applies where required.

12. Data and confidentiality (summary)

Customer data remains in Customer-controlled systems/environments. Each party will treat the other party's confidential information as confidential and use it only to perform and receive the Services.

13. Intellectual property

Flinker retains all IP in its products, templates, and pre-existing materials. Customer retains IP in its data. Customer may use the delivered documents/readouts internally for the intended purpose.

14. Limitation of liability

To the maximum extent permitted by law, Flinker's aggregate liability is limited to the fees paid for the relevant Services in the 12 months preceding the event giving rise to the claim. Flinker is not liable for indirect or consequential damages (e.g., loss of profit), except where mandatory by law.

15. Governing law and venue

German law applies. Venue is Munich, Germany, unless mandatory law provides otherwise.

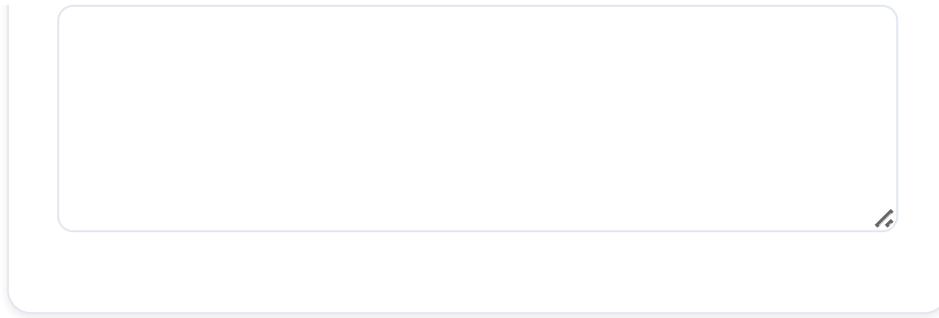**Contact:** Flinker GmbH, Munich, Germany — info@flinker.app

First Name *

Last Name *

Business Email *

Company *

Phone Number

Message *

Products

Community

Company

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⚡ **Flinker**