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## 1. Scope and precedence

These Flinker Services Terms (v2026-02) ("Terms") apply to the professional services and case-capped services described in the quote ("Services") provided by Flinker GmbH ("Flinker") to the customer ("Customer").

## Support Plans (Schedule A) — applicability and precedence

Enterprise Support Plans (e.g., "Enterprise Basic Support Plan", "Enterprise Plus Support Plan") and Success Hours (advisory hours, if purchased) are governed by "Flinker Support Plans – Schedule A (V1)" ("Schedule A"), as referenced in the applicable order form / quote line items.

If the parties have a signed master agreement or SOW that conflicts with these Terms, the signed agreement prevails. For Support Plans, the order of precedence is: (1) the applicable Order/quote, then (2) Schedule A, then (3) these Terms, then (4) any other referenced documents.

## 2. Definitions

- **Support Request / Case:** One single issue related to existing product functionality submitted under a case-capped Services engagement (break/fix or “how-to”) with reasonable effort to resolve. If a request contains multiple issues, each issue is a separate Case. This definition and the Case operating rules in Section 6 apply only to case-capped Services and do not govern Support Plans, which are governed by Schedule A.
- **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).
- **Support Plans / Support Plan:** The support subscriptions and/or advisory hour entitlements purchased by Customer as separate line items (e.g., Enterprise Basic, Enterprise Plus, Success Hours).
- **Schedule A:** “Flinker Support Plans – Schedule A (V1)” governing Support Plans, including severity definitions and service level targets (if applicable).
- **Business Days:** Monday to Friday in CET/CEST (Berlin time), excluding public holidays in Germany, unless otherwise stated in the quote/Order.

## 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.

Support Plans (if purchased) are delivered under Schedule A and are not governed by the Case caps and delivery windows in this Section 3 unless explicitly stated.

## 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**

This Section 6 applies only to case-capped Services. Enterprise Support Plans and Success Hours (if purchased) are governed by Schedule A.

- 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)**

For case-capped Services only: Initial response target is within 2 Business Days (best effort). Resolution times depend on complexity, prerequisites, and agreed scope.

For Support Plans (Enterprise Basic/Plus) and Success Hours (if purchased): response targets, update targets, severity definitions, and operating rules are governed by Schedule A.

## **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)**

### **— Professional Services**

This tier trigger applies to professional services engagements and case-capped Services. Support Plan tiers (Enterprise Basic/Plus) are separate commercial offerings governed by Schedule A.

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.

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### Products



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