

FLINKER GMBH · LEGAL

Flinker Services Terms (v2026-03)

Version: v2026-03

Effective date: 2026-02-25

Table of Contents

1. Scope and precedence
2. Definitions
3. Deliverables and delivery windows
4. What is included vs excluded
5. Change control (scope expansion)
6. Support Requests (Cases) — operating rules
7. Customer responsibilities (Prerequisites)
8. Response targets (best effort)
9. Evaluation and production licenses
10. Tier trigger (Standard vs Enterprise) — Professional Services
11. Fees, invoicing, and payment
12. Data and confidentiality (summary)
13. Intellectual property
14. Limitation of liability
15. Governing law and venue
16. Schedule B: Service Types & Delivery Specifications
 - B.1 Pilot & Setup Engagements
 - B.2 Advisory Engagements (reserved)
 - B.3 Implementation Engagements (reserved)

1. Scope and Precedence

These Flinker Services Terms (v2026-03) ("Terms") apply to the professional services and case-capped services described in the quote ("Services") provided by Flinker GmbH ("Flinker") to the customer ("Customer").

Schedule A governs Support Plans. Schedule B governs Service Types & Delivery Specifications (Pilot & Setup, and future engagement types). Where a quote references a specific Schedule, that Schedule applies in addition to these Terms.

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.

For Schedule B engagements, the order of precedence is: (1) the applicable Order/quote, then (2) Schedule B, then (3) these Terms.

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).
- **Bundled Production Licence:** A production subscription licence explicitly listed as a line item in a quote and included in the fixed engagement fee. A Bundled Production Licence is a full production licence, not an Evaluation License, and its term and scope are as stated in the quote.
- **Pilot Engagement:** A fixed-scope, fixed-fee engagement as described in Schedule B.1, covering configuration, handover, and case-capped post-handover support for a defined Flinker application in the Customer's Microsoft 365 tenant.
- **Configuration Adjustment Round:** A bounded set of changes to an already-delivered configuration, as defined in Schedule B.1.7, included in a Pilot Engagement up to the cap stated in the quote.
- **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).
- **Schedule B:** "Service Types & Delivery Specifications" forming part of these Terms, governing Pilot & Setup Engagements and other named service types as added from time to time.
- **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.

Pilot & Setup Engagements are delivered under Schedule B and are governed by the delivery windows and caps stated in Schedule B.1 and the applicable quote.

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 to case-capped Services including the post-handover Cases included in Pilot Engagements under Schedule B. 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).
- Cases are consumed on submission. Unused Cases at expiry are forfeited and non-refundable unless the quote states otherwise.

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.
- A Bundled Production Licence listed in a quote as part of a Pilot Engagement is a production licence and is governed by the applicable product licence terms for its stated term.
- Customer is responsible for ensuring the right production licensing for ongoing use beyond the included term.

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.

For Pilot Engagements under Schedule B: fees are due 100% upfront upon quote acceptance unless the quote states otherwise. Work commences upon receipt of signed quote and cleared payment.

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

Schedule B: Service Types & Delivery Specifications

This Schedule B forms part of the Flinker Services Terms and defines the delivery specifications, scope boundaries, and operating rules for named Flinker service types. It supplements the Master Terms. Capitalized terms not defined here have the meaning set out in the Master Terms.

The order of precedence for Schedule B engagements is: Order/quote → Schedule B → Master Terms.

B.1 Pilot & Setup Engagements

B.1.1 Purpose

A Pilot & Setup Engagement ("Pilot Engagement") is a fixed-scope, fixed-fee professional services engagement in which Flinker configures a named Flinker application in the Customer's Microsoft 365 tenant, delivers a defined set of outputs, and provides bounded post-handover support. The engagement is outcome-based: fees are fixed and do not vary with actual time spent by Flinker.

B.1.2 Engagement Scope

The deliverables, SharePoint site count, user role count, workflow types, and any other scope parameters are as stated in the quote. Unless the quote explicitly states otherwise:

- a) the engagement covers **1 SharePoint site** configured as a Common Data Environment (CDE);
- b) the permission matrix covers **up to 5 named user roles**;
- c) the engagement covers the Flinker application(s) listed in the quote only;
- d) all configuration is performed by Flinker remotely.

B.1.3 Bundled Production Licence

Where the quote includes a Bundled Production Licence as a line item, that licence is a full production licence for the application and tier stated, for the term stated. It is not an Evaluation License. The licence term starts on the date of handover sign-off unless the quote states otherwise. Renewal after the included term is the Customer's responsibility.

B.1.4 Delivery Phases

Pilot Engagements are delivered in three phases:

Phase 1 — Kickoff (Week 1). Flinker conducts a requirements call (maximum 60 minutes) to capture naming convention, metadata schema, user roles, and workflow requirements. Customer must provide a named contact and Microsoft 365 admin access before kickoff. Flinker provides a written summary of agreed configuration parameters after the call.

Phase 2 — Configuration & Testing (Weeks 1–2). Flinker configures the application, Policy-JSON, permissions, and workflows in the Customer's tenant. Flinker performs internal QA and test uploads. Customer reviews and confirms the configuration is ready for handover.

Phase 3 — Handover (Weeks 2–3). Flinker delivers a handover session (maximum 60 minutes, remote via Microsoft Teams, recorded on request) and a pilot summary document. Customer confirms handover sign-off in writing (email is sufficient). The post-handover support period starts on the date of handover sign-off.

Delivery timelines are best-effort from the date Prerequisites are fully met. If Customer Prerequisites (Section 7 of the Master Terms) are not met at kickoff, the delivery timeline pauses until they are available.

B.1.5 Post-Handover Cases

Pilot Engagements include a fixed number of post-handover support Cases as stated in the quote. The following rules apply:

- e) Cases follow the operating rules in Section 6 of the Master Terms.
- f) Cases are consumed on submission. Each submitted Case counts against the cap regardless of resolution outcome.
- g) Cases are valid for **90 days from the date of handover sign-off**. Unused Cases at expiry are forfeited and non-refundable.
- h) Cases submitted via support@flinker.app only. Each Case must clearly state the topic. Cases submitted with multiple unrelated issues will be split by Flinker, with each issue counted as a separate Case.
- i) Post-handover Cases cover break/fix and "how-to" questions related to the configured application only. Service Requests outside the configured scope may be declined or proposed as a Change Request.
- j) Cases do not carry over to any subsequent Support Plan or engagement. Additional Cases can be purchased separately.

B.1.6 No Hour Tracking

Pilot Engagements are fixed-fee and outcome-based. Flinker does not track or report hours spent on delivery. Consumption is measured in Cases (post-handover) and Configuration Adjustment Rounds only. Time-and-materials billing does not apply to Pilot Engagements unless explicitly agreed in a Change Request.

B.1.7 Configuration Adjustment Rounds

A Configuration Adjustment Round ("Adjustment Round") is a bounded set of changes to the delivered configuration, submitted by the Customer after handover and completed by Flinker within the post-handover period. The following rules apply:

- k) The number of included Adjustment Rounds is as stated in the quote.
- l) One Adjustment Round covers changes to **one configuration area** (e.g., naming convention, one role, one workflow stage). Changes spanning multiple unrelated configuration areas in a single submission count as multiple Adjustment Rounds at Flinker's discretion.
- m) Adjustment Rounds must be submitted within the 90-day post-handover period. Unused Rounds at expiry are forfeited.
- n) An Adjustment Round is not a Case and does not consume the Case cap. Cases and Adjustment Rounds are separate entitlements.
- o) Adjustment Rounds cover changes within the original scope of the engagement. Changes that expand scope require a Change Request under Section 5 of the Master Terms.

B.1.8 What is Excluded

The following are excluded from Pilot Engagements and require a separate quote or Change Request:

- p) Microsoft 365 tenant setup, SharePoint site creation, or M365 licence procurement (Customer responsibility);
- q) migration of existing documents, files, or metadata from any other system;
- r) more than 1 SharePoint site unless explicitly stated in the quote;
- s) more than 5 user roles unless explicitly stated in the quote;
- t) custom development, Power Automate flows, or functionality beyond the standard Flinker application features;
- u) training sessions beyond the included handover session;

- v) changes to naming convention, roles, or configuration after handover sign-off (governed by Adjustment Rounds or Change Requests);
- w) ongoing operational support after the 90-day post-handover period (available via Enterprise Support Plans under Schedule A);
- x) Cases or Adjustment Rounds beyond the caps stated in the quote.

B.1.9 Payment

Pilot Engagement fees are due **100% upfront** upon quote acceptance. Work commences upon receipt of signed quote and cleared payment. This is consistent with Section 11 of the Master Terms.

B.1.10 Post-Pilot Path

At the end of the 90-day post-handover period the Bundled Production Licence (if included) continues under its stated term with no further setup obligation. Customer options for ongoing coverage include:

- y) **Licence renewal** at the then-current list price at the end of the licence term;
- z) **Enterprise Support Plan** (Schedule A) for ongoing L2/L3 reactive support and optional Success Hours;
- aa) **Additional Pilot Engagements** for additional projects or SharePoint sites under a new quote.

Flinker will not automatically enrol Customer in any paid plan at the end of the post-handover period. Customer is responsible for purchasing ongoing coverage before the post-handover period expires if continuous support is required.

B.2 Advisory Engagements (reserved)

This section is reserved for future use. Advisory Engagements will be defined in a subsequent version of Schedule B.

B.3 Implementation Engagements (reserved)

This section is reserved for future use. Implementation Engagements will be defined in a subsequent version of Schedule B.