Lino Maintenance Agreement

(1) This is a Service Level Agreement between **Rumma & Ko** as Maintainer and **[...]** as Client.

(2) Summary: The Maintainer installs a software application named **[...]** („Application") on a server provided by the Client and ensures **maintenance and support** for this Application as detailed below.

Support

(3) The Maintainer **supports** the Client with using the Application by answering, within a reasonable time frame, any questions and problems reported by the Client.

(4) The Client centralizes communication with the Maintainer through a single **contact person**.

(5) The Client answers to **callback questions** from the Maintainer and provides any information needed to solve the problem to the best of their ability.

(6) Support **is limited** to questions and problems about the Application. Support covers all aspects of the Application, including every-day usage, configuration, diagnosing problems, planning and deploying optimizations and new features.

(7) The Client is responsible for **training** any other users and writing **end-user documentation**.

(8) The Client **reports problems** concerning the Application as soon as possible.

(9) The Client uses the Application in **good will** as agreed with the Maintainer.

Maintenance

(10) The Maintainer **maintains** and changes the source code of the Application as needed.

(11) The Maintainer **installs** new versions of the Application onto the server provided by the Client and cares about **migrating** the Client's databases.

(12) The Maintainer maintains and runs **automated tests** in order to constantly increase stability and decrease the need for manual testing by humans.

(13) The Maintainer performs **basic manual tests** on new versions of the Application in order to avoid problems like data loss, data leaking or server failures.

(14) The Client performs **thorough manual tests** on new versions of the Application.

Intellectual property

(15) All code written for this project is published as **Free Software** under AGPL or BSD licenses.

(16) The Maintainer **reuses knowledge** from other Free Software projects for this project when applicable. If the integration needs work on these other projects, then the Client must pay for this time.

(17) The Maintainer takes care of **sharing** the knowledge obtained from this project with other developers. This includes **publishing** the source code of the Application as Free Software on a public code repository, writing understandable code and technical documentation. The Client agrees to pay for the minimal required effort involved in the sharing process.

The Server

(18) The Client sets up a **server** on which the Application is to run.

(19) The Server must meet the following requirements. It must run a stable Debian operating system. It must be accessible by the Maintainer through a secured connection (ssh) with all permissions required for the Maintainer's work.

(20) The Client is responsible for the **system administration** of this server, including availability, reliability, performance and security. The Client may delegate this responsibility to a third-party hosting provider.

(21) The Client or their hosting provider **assist the Maintainer** for questions related to the integration of the Application into the server system, including but not limited to configuration of mail transfer agent, database and web server.

The Data

(22) The Client remains owner of the data stored in the databases. The Maintainer has no permission whatsoever of using it.

(23) The Client may provide certain information to the Maintainer that is and must be kept confidential.

(24) The Confidential Information to be disclosed can be described as and includes (a) passwords for accessing the Server and (b) the database content produced and maintained by the Application.

(25) The Confidential Information does **not** include the Application itself (source code, documentation, business processes and database schema description).

(26) To ensure the protection of such information, and to preserve any confidentiality, the Maintainer shall limit disclosure of Confidential Information within its own organization to its directors, employees and/or independent contractors (collectively referred to as "affiliates") having a need to know. The Maintainer and affiliates will not disclose the confidential information obtained from the Client unless required to do so by law.

(27) This Agreement imposes no obligation upon the Maintainer with respect to any Confidential Information (a) that was in Maintainer's possession before receipt from Client; (b) is or becomes a matter of public knowledge through no fault of Maintainer; (c) is rightfully received by Maintainer from a third party not owing a duty of confidentiality to the Client; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Client; or (e) is independently derived by Maintainer.

Service reports

(28) The Maintainer writes detailed **service reports** showing the work they invested into the project.

(29) Any reported work done by the Maintainer for this project is to be **paid per hour by the Client** unless it was caused by the Maintainer's fault.

(30) The Maintainer writes invoices for hourly work either in advance or afterwards.

Base fee

(31) The Client agrees to pay a **base fee** fixed to **[BaseFee]** on **[Date]**.

(32) The Maintainer issues invoices as agreed, mentioning the covered period on each invoice.

(33) The base fee includes a credit of **[FeeCredit]** support hours. This credit becomes void if the support is not used during the covered period.

(34) The base fee is adapted for every invoice according to the **consumer price index** published by the national statistics board in the client's country.

(35) The base fee may be adapted for every invoice depending on **changed circumstances or market situation**. In case the fee increases by more than **5%**, the Maintainer must announce the price change at least **three months** in advance.

Miscellaneous

(36) The Client pays the invoices issued by the Maintainer by the agreed time.

(37) Both parties do their best for maintaining **good communication** with each other at all times. Both parties do their best for **avoiding and resolving any problem** that might occur.

(38) To the extent permitted by the law, the Maintainer, shall not be liable to the Client for any consequences, claim, damages suffered by the Client deriving from the breach by the Maintainer of its obligations and warranties under this Agreement.

(39) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with [Belgian] law.

(40) The parties irrevocably agree that the courts of Belgium shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

(41) Either party has the right to **terminate** this Agreement if the other party fails to do their responsibility. Such termination and its reason must be communicated in a written statement.

Signatures

(42) This is a confidential agreement signed between the Maintainer and the Client. Both parties keep it confidential from other parties.

(43) The parties acknowledge that they have read and understand this Agreement and accept the duties and obligations set forth herein.

(Dates, names and signatures)

Client: ....

Maintainer: ....