

Bianco Royal - Open Source Subscription

Terms and Conditions

This offer is suitable for companies who are using our **Open Source Software** in their development activities and want to secure and accelerate the use in their projects.

The support subscription is offered for: **Bianco Royal - Open Source Projects**

It allows them to get a direct support from the **Open Source Software development team** and get sorted quickly with the best possible expertise on the technology and project. It can also be used to perform a proof of concept (PoC) and small product enhancements. This service is operated remotely by E-Mail and Premium users can also benefit from remote desktop access, web sessions, or by telephone conferences. A dedicated & private Gitlab OR GitHub access is provided to Premium users to provide confidentiality and issue tracking and resolution.

Support Issue	Development Issue
<ul style="list-style-type: none"> • Questions & Answer in Supported Product(s) • Bug-Fixes relating to Customer's usage • Extra Testing for Customer's stable states* (LTS only) • seven Online Sessions per year** • Supported Product Assist in debugging Customer's application code** (LTS only) • Receive examples and guidance on how to use a specific piece of a Supported Product's functionality*,** 	<p>Supported Product(s)</p> <ul style="list-style-type: none"> • Enhancements and Features • Performance Optimization • Upgrading to a new version of frameworks • Fixes to bugs and third open source libraries like Modbus, OPC UA, BACnet*,** • More Testing, CI and CD in development for stable and tested releases • More Documentation and Wiki

	Basic	*Business	**Premium
Price (ex. VAT) per month	49 €	199 €	299 €

Bianco Royal Open Source Support – Terms and Conditions

Supported products

This support contract related to Bianco Royal Software Innovations® and the GitHub user “biancode” (BiancoRoyal) managed Open Source Software projects, described thereafter as “Supported Product(s)”.

Company:

Bianco Royal Software Innovations®

Inh. Klaus Landsdorf

Industriering 16

49393 Lohne (Oldenburg)

Germany

thereafter as “Bianco Royal”

Support Features

Customer is entitled to receive Support by a developer who is an experienced user of the Supported Product(s). This Support Plan includes the following features:

(a) Support Issue.

- This type of issue is one of the following:
 - Development Advice
 - Architectural Guidance
 - Questions about JavaScript/TypeScript
 - Questions about the Supported Product(s)
 - Bug Fixes relating to your usage of JavaScript and Supported Product(s)
 - Assist in debugging your application code
 - Receive examples and guidance on how to use a specific piece of a Supported Product(s) functionality

(b) Development Issue

- This type of issue is one of the following:
 - Supported Product
 - Feature Enhancements
 - Custom Feature Creation
 - Configuration Enhancements
 - Documentation
 - Performance Optimization
 - Upgrading to a new version of a supported framework
 - Fixes to bugs in Supported Product(s)

Estimates must be determined to be less than 20 hours per development request.

Support is intended to address and resolve problems related to the Supported Product(s) and to enable review of issues in the context of Customer's implementation of the Supported Product(s). Reasonable efforts will be made to solve all such problems, but “Bianco Royal” give no guarantee that every problem can be solved. “Bianco Royal” gives no guarantee on dependency problems or third libraries or Open Source projects used by “Bianco Royal” Software. If such problem is resolvable with reasonable efforts, then “Bianco Royal” will provide a patch or other solution to Customer and will contribute the same to the relevant Open Source project.

Pricing and payment

“Support” subscriptions are payable when placing the order.

Payment shall be made by SEPA Bank Transfers or using PayPal: <https://www.paypal.me/BiancoRoyalBusiness/>

Support fees or additional expenses during the subscription are to be paid in Euro (€).

All prices are based on 50 EUR (€) per hour as the maximum amount of work to be performed by Bianco Royal for the customer. Customers can divide the price by 50 (fifty), round it up and multiply it by 2 (two) to calculate the maximum amount of work per payment.

Example:

499 EUR / 50 = 10 hours

10 * 2 = 20 hours max. of work on Open Source

Bianco Royal supports its Open Source Projects with the factor of 2 (two) to fit the normal pricing of min. 100 EUR (€) per hour of work.

Remote assistance (Premium contracts only)

Remote assistance is only available for customers with Premium contract. Remote assistance scheduling is made by mutual agreement. Remote assistance includes incurred connection cost and require that customer have access to Google Hangout, Skype or provide their own WebEx or virtual conference room like “GoMeeting”. If free online meeting software is not supported on customer side, customer shall provide an appropriate screen sharing client, which is accessible for free to “Bianco Royal”.

Cancellation or rescheduling to a remote assistance reservation must be made two working days prior session start by email to developers@bianco-royal.de

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In the event of cancellation made two working days or more before session starts, a charge of 30 Minutes will incur to cover our management fees. In the event of no-show, technical problems on customer side, or late cancellation by customer all of the scheduled meeting time will incur in worst case, but minimum one (1) hour per cancellation.

Question & Answer request - T&M

“Bianco Royal” are sometimes not be able to answer if customer question doesn't directly relate to one of the technologies maintained and developed by “Bianco Royal”. In this case, we will notify the customer and customer can choose to reformulate the question. “Bianco Royal” will charge the processing time on the Support Time.

Terms of Support

Start Date.

Customer's Support Plan Start Date is as of the date that “Bianco Royal” sends the agreement for this Support Plan (or, if this Support Plan is a renewal, the effective date of renewal agreement).

“Bianco Royal” will send Customer access information after receiving Customer complete payment.

Initial Response Time.

Acknowledgement of each Support request will be made within a maximum of two (2) business days.

Support Duration & Time.

This Support Plan extends until the earlier of

- (a) one (1) year from Customer's Support Plan Start Date
- (b) or utilization of the number of hours of Support Time (the "Expiration Date").

This Support Plan does not automatically renew, and all unused Support hours will be forfeited upon expiration of this Support Plan.

However, if Customer chooses to renew this Support Plan to one of equal or greater value within 30 days of the Expiration Date, any unused Support Time will carry over upon renewal.

Time Calculation.

Each Support ticket filed will be time-based and Support Time will accrue in 15-minute increments, rounded up.

Support Estimates.

For the avoidance of doubt, estimates for all issues will be handled as follows:

(a) Support Issue. “Bianco Royal” will address Support Issues as submitted and will provide an estimate only if the task is expected to take more than four (4) hours to complete. If resolving or fixing Customer issue is expected to take more than four (4) Support hours or cannot be completed within four (4) business days, “Bianco Royal” will contact Customer and agree on a course of action before using any additional hours.

(b) Development Issues. Upon review of a Customer-submitted Development Issue, Bianco Royal will provide an estimate for approval or denial to Customer, as a response to Customer's submission, within three (3) business days.

The estimate will provide:

- Clarification of requirements and any assumptions for the Development Issue.
- The estimated number of hours to complete the Development Issue.
- The estimated completion date to complete the Development Issue.

“Bianco Royal” will not proceed with any Development Issue until Customer has approved it in writing in our customer support system (GitLab) under the same issue number. Estimates do not include time for quality assurance activities, including associated bug fixes. All quality assurance activities accrue time in 15-minute increments, rounded up and will be applied to Support Time.

Correspondence Type.

Support in this Support Plan will be provided via the following method(s):

- (a) Written within the original ticket the Customer creates, with an email notification of response.
- (b) Persons/Entities Eligible for Support.

This Support Plan is for use only by the individual or legal entity who registered for Support and is non-transferable.

INTELLECTUAL PROPERTY RIGHT

“Bianco Royal” shall own any Bug Fixes and Minor Modifications made by “Bianco Royal” in completing a Support Contract by the customer, in any Open Source projects maintained by “Bianco Royal” including, but not limited to Supported Product(s). Each party will not claim any property right on the other party pre-existing software.

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Unless specifically stated and described in a dedicated contract, the software developed by "Bianco Royal" under the term of this contract will remain the sole property of "Bianco Royal", and "Bianco Royal" shall grants to Customer a illimited, non-transferable, royalty-free license to use the software in accordance with the terms of this agreement.

"Bianco Royal" main Open Source Licenses:

- MIT
- MPL-2.0
- BSD-3-Clause
- Apache-2.0
- LGPL-3.0

See the LICENSE file per project!

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

(a) WARRANTY DISCLAIMER. BIANCO ROYAL SOFTWARE INNOVATIONS® IS PROVIDING THE SERVICES, SUPPORT, SUPPORT DELIVERABLES, DEVELOPMENT DELIVERABLES, INNOVATIONS, PRE-EXISTING WORKS, AND ANY RELATED ITEMS OR RIGHTS ON AN "AS-IS" BASIS, AND HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO REPRESENTATION IS MADE THAT THE SERVICES, SUPPORT, SUPPORT DELIVERABLES, DEVELOPMENT DELIVERABLES, INNOVATIONS, PRE-EXISTING WORKS, AND ANY RELATED ITEMS OR RIGHTS WILL BE UNINTERRUPTED OR ERROR-FREE. BIANCO ROYAL SOFTWARE INNOVATIONS® MAKES NO WARRANTY REGARDING ANY THIRD-PARTY HARDWARE, SOFTWARE, LICENSE OR WORK, INCLUDING ANY FOSS LICENSE OR WORK.

(b) LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, LOST PROFITS, AND/OR LOST SAVINGS, OR COST OF COVER, IN CONNECTION WITH THESE TERMS, EVEN IF THE OTHER PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. BIANCO ROYAL SOFTWARE INNOVATIONS®'S LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THESE TERMS FOR THE RELEVANT SUPPORT PLAN DURING THE PRECEDING TWELVE (12) MONTHS. CUSTOMER AGREES THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF SERVICES, SUPPORT, SUPPORT DELIVERABLES, DEVELOPMENT DELIVERABLES, INNOVATIONS, PRE-EXISTING WORKS, OR ANY RELATED ITEMS OR RIGHTS OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO CUSTOMER.

Governing Law and Jurisdiction

This contract is governed by German law. The Parties will seek, prior to any litigation, an amicable solution to disputes that may arise. Failing amicable solution to any dispute because of the performance or breach of this Agreement shall be subject to the sole jurisdiction of the courts of the headquarters of Bianco Royal Software Innovations® - Industriering 16 – 49393 Lohne - Germany.