

Support & Service Packages

Terms and conditions for support package customers of World Wide Programming.

Our Packages

	BASIC	STANDARD	PRIORITY
Price (excl. VAT)	€999	€1,499	€1,999
Billing	Per project / year	Per project / year	Per project / year
Response time	Best effort, scheduled when capacity allows	Within 3 business days	Within 1 business day
Support window	Mon–Fri 08:00–20:00 CET	Mon–Fri 08:00–20:00 CET	Mon–Fri 08:00–20:00 CET
Channels	Email	Email + phone	Email + phone + priority queue

All packages run for 12 months from the start date. Prices exclude 21% Dutch VAT (BTW).

1. Scope of Support

1.1. A “support package” entitles the Customer to assistance from World Wide Programming (“WWP”) in diagnosing and resolving operational issues with the software project covered by the package.

1.2. **Support includes:** investigating reported issues, providing troubleshooting steps, applying configuration fixes, restarting services, and restoring functionality where the cause lies within the system as originally delivered.

1.3. Support does not include:

- Modifications, new features, or enhancements to the software;
- Rewriting or restructuring existing code;
- Changes resulting from updated business requirements;
- Migration to new platforms, frameworks, or hosting environments;
- Training, consulting, or user onboarding;
- Recovery of data lost due to absent or inadequate Customer backups;
- Issues caused by third-party software, services, APIs, hosting providers, internet connectivity, or hardware not supplied by WWP;
- Issues caused by modifications made to the software by the Customer or any third party without WWP’s prior written consent.

1.4. If, during the course of support, WWP identifies a defect, bug, or design flaw in the software, WWP will **notify the Customer** of the finding. **Correcting or modifying the software to remedy such a flaw is not included in the support package** and will be quoted separately as additional work.

2. Response Times and Working Hours

2.1. Support requests are accepted via the channels listed for each package. The official intake time is the moment the request is received in WWP's ticketing or email system.

2.2. The **working window** is Monday through Friday, 08:00 to 20:00 Central European Time (CET/CEST), excluding Dutch public holidays.

2.3. Any request received **after 20:00, on weekends, or on Dutch public holidays** will be considered received at 08:00 on the next working day, and the response-time countdown will start from that moment.

2.4. "Response time" means the time within which WWP will acknowledge the request and begin diagnostic work. It does not guarantee resolution within the same period.

2.5. WWP will use commercially reasonable efforts to resolve issues as quickly as possible, but **does not guarantee a fixed resolution time**. Complexity of the issue, third-party dependencies, and Customer availability for testing may all affect resolution.

3. Troubleshooting and System Changes

3.1. When an issue has been identified, WWP will share the diagnosis and proposed fix with the Customer.

3.2. If the fix can be applied **without restarting, rebooting, or otherwise interrupting** the software, server, database, or any related system, WWP may proceed to apply it directly and will notify the Customer afterwards.

3.3. If the fix requires a **system reset, restart, downtime, deployment, configuration change, or data modification**, WWP will not proceed until the Customer has given **explicit written or electronic confirmation** (email or ticket reply is sufficient).

3.4. Delays caused by the Customer's failure to respond to a request for confirmation are not counted against any response-time commitment.

4. Customer Responsibilities

The Customer agrees to:

- Provide WWP with the access (logins, server access, code repositories, etc.) required to investigate and resolve issues;
- Maintain current and tested backups of all data and software at all times;
- Provide a single point of contact authorised to approve fixes, resets, and changes;
- Respond to WWP's requests for information, access, or confirmation in a timely manner;
- Not modify the software, its environment, or its dependencies in ways that could interfere with support, without prior consultation with WWP;
- Use the software in accordance with its documentation and intended purpose.

Failure by the Customer to meet these responsibilities may release WWP from its response-time commitments for the affected request.

5. Out-of-Scope Work

5.1. If a reported issue falls outside the scope of the support package (for example: a feature request, a software defect requiring code changes, or work caused by third-party failures), WWP will inform the Customer and may offer a separate quote.

5.2. Out-of-scope work will only commence after a separate written agreement and at WWP's then-current hourly rates.

6. Limitation of Liability

6.1. WWP's total liability under any support package shall be limited to the amount paid by the Customer for the package in the twelve (12) months preceding the event giving rise to the claim.

6.2. WWP shall not be liable for any indirect, consequential, incidental, or special damages, including but not limited to lost profits, lost revenue, lost data, business interruption, or reputational damage.

6.3. WWP is not liable for damage resulting from:

- Defects or flaws in software not developed by WWP;
- Failures of third-party services, APIs, or hosting;
- Unauthorised access, hacking, or security incidents not caused by WWP's gross negligence;
- The Customer's failure to maintain backups;
- The Customer's failure to follow WWP's instructions or recommendations;
- Force majeure events (see clause 9).

6.4. Nothing in these terms excludes liability that cannot be excluded under Dutch law, including liability for intent or gross negligence.

7. Payment Terms

7.1. Support packages are invoiced annually in advance.

7.2. Invoices are payable within fourteen (14) days of the invoice date.

7.3. In case of late payment, WWP reserves the right to suspend support until the outstanding amount is settled. Statutory commercial interest under Dutch law (art. 6:119a BW) applies to overdue amounts.

7.4. Prices are exclusive of 21% Dutch VAT (BTW) and any applicable bank or transaction fees.

8. Term, Renewal and Cancellation

8.1. Each support package runs for a term of twelve (12) months from the start date.

8.2. The package renews automatically for successive twelve-month terms unless either party gives written notice of non-renewal at least thirty (30) days before the end of the current term.

8.3. Support packages are non-refundable once the term has commenced, except where required by mandatory provisions of Dutch law.

8.4. WWP may terminate the agreement with immediate effect if the Customer materially breaches these terms and fails to remedy the breach within fourteen (14) days of written notice.

9. Force Majeure

Neither party is liable for failure to perform its obligations due to events beyond its reasonable control, including but not limited to: natural disasters, war, civil unrest, government action, strikes, pandemics, internet outages, large-scale failures of third-party services or infrastructure, and cyberattacks not resulting from a party's negligence.

10. Confidentiality and Data Protection

10.1. Each party will treat all non-public information received from the other party as confidential and will use it solely for the purpose of performing this agreement.

10.2. WWP processes personal data in accordance with the General Data Protection Regulation (GDPR / AVG) and its published Privacy Policy. Where WWP processes personal data on behalf of the Customer, a separate Data Processing Agreement (verwerkersovereenkomst) will be entered into.

11. Intellectual Property

11.1. All intellectual property in the software remains as set out in the original development agreement between WWP and the Customer.

11.2. Any fixes, scripts, or documentation provided as part of support are licensed to the Customer for use solely in connection with the software project covered by the package.

12. Changes to These Terms

WWP may amend these terms at the start of each renewal period by giving at least thirty (30) days' notice. The Customer may cancel within that notice period if they do not accept the changes.

13. Governing Law and Disputes

13.1. These terms are governed by the laws of the Netherlands.

13.2. Any dispute arising out of or in connection with these terms shall be submitted to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands, unless mandatory law provides otherwise.

These terms apply in addition to any master service agreement, development contract, or general terms (algemene voorwaarden) already in place between World Wide Programming and the Customer. In case of conflict, the most recent written agreement signed by both parties prevails.

Version 1.0 — To be signed and dated on agreement start.