

Flownative

Special Conditions for Flownative Lifeguard

1. General

- a) The following conditions apply in addition to the General Terms and Conditions (T & C) of the Flownative GmbH, Arnimstraße 19c, 23566 Lübeck for all contracts concerning the "Flownative Lifeguard" service.

2. Covered scope

- a) We provide our customers with a paid helpdesk for developers. In this context, we answer questions, provide assistance with projects and fulfil minor development tasks related to the content management system Neos and related topics.
- b) The subject and scope of the selected services depend on the individual service package booked by you.
- c) The processing of your requests takes place via e-mail or in tickets submitted to our support site. If necessary, the support can also be done by phone, chat or screen sharing, the decision to use phone support and screen sharing is left to our discretion.
- d) The response times referred to in the context of individual packages run only during our business hours, Monday - Friday 9:00 - 17:00. On public holidays of the Federal Republic of Germany or the State of Schleswig-Holstein response times rest.
- e) The agreement on an individual service contract is possible. These terms and additional conditions apply in such a case, to the extent they do not contradict the individual agreement. In case of contradiction, the individual agreement shall prevail.

3. Conclusion, contract duration, extension of the contract term, prices and termination

- a) The client can submit his offer via the booking form on the Flownative website. Here, the customer submits a legally binding contract offer in relation to the selected service by entering the requested data completely and truthfully. The acceptance by Flownative is done by sending the required access credentials and activation of customer accounts. We reserve the right to reject the contract offer without giving reasons. A legal claim to acceptance of the offer is in no case possible.
- b) The prices and terms of payment depend on the service package chosen by you and the time of booking. Several payment options are

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Trade Register HRB 14671 HL

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available, arising from the respective offer on the Flownative site. For the performance-independent monthly fee applies:

- c) If prepayment, payment on account or payment by credit card are chosen, the payment is due immediately after contract conclusion or contract extension.
- d) If you select the SEPA direct debit payment method, the invoice amount is due after granting a SEPA Direct Debit mandate, but not before the deadline for the preliminary information. Preliminary information ("pre-notification"), means each message (for example, accounting, policy, contract) of the service provider to the customer, announcing a withdrawal by SEPA Direct Debit. If the direct debit can not be cashed because of insufficient funds or because of an erroneous bank details given by the customer or because the customer contradicts to the debit, although he is not entitled to do so, the customer has to bear the costs of the reversal of the relevant bank charges if he is responsible for this.
- e) The contract is booked for a period of one calendar month (accounting period). The accounting period begins on the day of booking, but not before sending the required access credentials and the activation of customer accounts; it ends with the expiry of the last day of each calendar month (23:59).
- f) You can cancel the contract at any time, effective to the end of the month. The notice of termination must be made in writing (for example, via e-mail, letter or through the Flownative site). If neither the customer nor Flownative cancels the contract at least one working day before the end of each accounting period (calendar month), the contract shall be automatically prolonged for a further calendar month; the duration of extra time begins on the first day of each calendar month. The extension of the contract period is repeated until one of the parties terminates the contract.
- g) Flownative may terminate the contract at the end of the contractual period without giving a reason. The notice of termination by Flownative must be received no later than one business day before the expiry of the contract period the customer.
- h) Die Abrechnung für Support-Leistungen erfolgt für mindestens 30 Minuten, danach je angefangene 15 Minuten.
- i) Support services carried out are billed for a minimum of 30 minutes, work beyond the first 30 minutes based on each commenced 15 minutes.

4. The customers responsibilities

- a) Since we need to know who is authorised to make statements in contractual matters, you're bound to name a contact person related to the respective order and authorised to make legally binding declarations of intent.

- b) Accounts for further people authorised to use the helpdesk, can only be activated after approval by the contact person. Support requests are generally only answered by Flownative, if submitted by already authorised persons.
- c) In order to fulfil our support functions, it is required that the persons who submit the tickets, have a certain basic knowledge of the relevant topics and formulate the question clearly. If the support fails due to lack of qualification of the contact person, we assume no liability (subject to section "Liability and indemnification" of our General Terms and Conditions.)