

## Special Conditions for Flownative Beach Support

### 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 Beach Support" service.

### 2. Covered scope

- a) As a Flownative Beach customer, you can receive technical advice and support from us ("Support"). Our free support plan "Basic" is always available to you as a Flownative Beach customer. In addition, you can also book one of our chargeable support plan.
- b) Depending on the plan you choose, you have access to the communication channels e-mail, ticket system or telephone as well as different response times depending on the severity of the problem and time availability to solve the problem during or outside our business hours.
- c) The basic plan includes support requests to us by e-mail or via our ticket system during our business hours. However, a specific response time is not agreed here.
- d) With a chargeable support plan ("Bronze", "Silver" and "Gold") you can also submit support requests outside our business hours and we will respond within the response times agreed according to the support plan.
- e) The support offer helps you with occurring errors, with tests and with the exploration of Flownative Beach. Depending on the chosen plan, we will support you in identifying serious problems (see priorities). You are responsible for solving the identified problems. We will endeavour to solve identified problems within a reasonable period of time, if their underlying cause lies within Flownative Beach itself.
- f) Solving issues that are not caused by Flownative Beach, for example, due to a bug in your application or the failure of a third party system, is not covered by Beach's support rates. Such services, if offered by us and requested by you, will be charged separately based on our current price list.
- g) A support plan can only be booked for specific Flownative Beach project(s) (e.g. a website or an application). The support plan is therefore project-bound.

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**Stand** 1. Juli 2022

- h) The concrete scope of services of the respective support plans can be viewed on our website at the time of booking and can also be viewed in the "Flownative Beach Price List" <<https://www.flownative.com/en/pricing/beach.html>>. If you have booked a support plan, this price list becomes part of this contract.

### **3) Submission of support requests and obligation to cooperate**

- a) Before you submit a support request to us, you undertake to make all reasonable efforts to correct a fault or malfunction yourself.
- b) We undertake to work closely and efficiently with you. You agree to provide us with all necessary information, records and documentation that we require for support purposes. In particular, you agree to do the following:
- (i) You will describe the problem in an understandable, comprehensible and complete manner;
  - (ii) You will report your problem exclusively to the communication channels provided by us (e.g. specific e-mail address, specific telephone number, forms provided, etc.).
  - (iii) You name qualified contact persons;
  - (iv) You will provide us with any necessary access data and will change those again after completion of the work (e.g. passwords);
  - (v) You will ensure that you have made regular data backups of your system (website and/or application) and that you have made a complete data backup of all system and application data (website and/or application) just prior to our intervention, which will allow the system and application data to be restored.

### **4. Response times**

- a) If a response time is provided for in the selected support plan, you will state the priority of your request (P1-P4) when submitting a support request. We will review the priority and may correct it if we consider it to be incorrect. Such a decision by Flownative is final and binding on you.
- b) The agreed response time is set out in the service description of the relevant support plan selected. "Response Time" means the period of time within which we will begin to provide support. The period begins with the receipt of your corresponding message within the agreed service times and runs exclusively during the agreed service times. If a report is received outside the agreed service times, the response time will begin at the start of the next service time.

## 5. Priorities

The following priorities are defined for ranking the severity of an issue and the associated agreed response time:

- P1 - Critical impact - service is unusable in production: The application or website is unusable in production or has a significant rate of errors visible to users. The impact on business operations is significant (loss of revenue, loss of corporate image, possible breach of data integrity, etc.). There is no known possible workaround to the problem that could be implemented within 30 minutes. Intervention by Flownative is urgently required.
- P2 - High Impact - Use of the service is severely restricted: The application or website is impacted in production and has a noticeable user error rate or significant difficulty with builds or deployments. Business impact is moderate (risk of lost revenue, lost productivity, etc.). A workaround to mitigate the critical business impact is available and easy to implement. A rapid response from Flownative is required.
- P3 - Medium Impact - Use of the service partially impacted: The problem is limited in scope and/or severity. The problem has no visible impact on the user. The business impact is minor (e.g. inconvenience, minor disruption to business processes, etc.). The case requires more thorough investigation and troubleshooting.
- P4 - Low impact - service fully functional: Low to no business or technical impact. Recommended for consultation tickets where in-depth analysis, troubleshooting or consultation is preferred to more frequent communication.

## 6. Pricing, contract term and termination

- c) A monthly basic fee applies for the chargeable support plans. In addition to this basic fee, a variable fee may apply for certain plans. This fee is based on the costs incurred for the Flownative Beach project related to the support plan in the calendar month. The costs are calculated at the end of the month. The payment is due after sending our invoice according to the agreed terms of payment.
- d) The term of the support plan you have chosen is one calendar month.
- e) You may cancel the support plan electronically at any time at the end of a calendar month via the Beach user interface.