

General Terms and Conditions of NOVAGO GmbH & Co. KG

1 Subject matter of the contract

- 1.1 These General Terms and Conditions apply to all contractual relationships between the customer (hereinafter referred to as the Client) and NOVAGO GmbH & Co. KG, Rosenheimer Str. 20, 10779 Berlin (hereinafter referred to as NOVAGO)
- 1.2 The official business hours are Monday through Friday from 9:00 a.m. to 5:00 p.m., except on public holidays.
- 1.3 Regularly agreed services, regardless of the interval, such as helpdesk support or monthly service packages, will only be credited if one of the contracting parties has communicated this in advance and both parties expressly agree to the credit.
- 1.4 The NOVAGO price list valid at the time of service provision shall always apply to all services. Changes to individual prices shall also apply without the need for separate consent. Deviating hourly rates require an individual, written agreement signed by both parties.
- 1.5 Special discounts on services that are not provided under an existing contract shall only apply if they have been expressly agreed in advance in any form.
- 1.6 Lessons that do not take place due to public holidays, weekends or last-minute cancellations will be forfeited if the cancellation is not the responsibility of NOVAGO.
- 1.7 Contracts between NOVAGO and the client have a minimum term of 12 months, beginning with the signing of the contract. Unless written notice of termination is given at least 6 weeks before the end of the contract term, the contract is automatically extended by a further 6 months.
- 1.8 The contract times are always the same as NOVAGO's official business hours, unless otherwise agreed or an on-call service exists.
- 1.9 Services provided outside of existing contracts shall also be deemed to have been commissioned, provided that a written order has been placed with NOVAGO by the customer.
- 1.10 Any work that exceeds the scope of a contract will be charged separately at the current and appropriate hourly rate, unless otherwise agreed in writing.
- 1.11 In the event of contract extensions, the client is responsible for applying for these in good time.

2 Service provision

- 2.1 In the event that potential problems with devices or systems are identified, NOVAGO shall inform the customer immediately. An order can then be placed on the basis of this notification.
- 2.2 Customers are obliged to pay any remote maintenance fees incurred. An exception to this is only possible if a corresponding contract exists.
- 2.3 Journeys that exceed the contractually agreed number will be charged additionally in accordance with NOVAGO's current price list.
- 2.4 Upon request by NOVAGO, the customer shall provide Internet access to the necessary systems free of charge, which can be used by NOVAGO for IT support, regardless of the type. The Internet access fulfills the requirements necessary for the respective contract.
 - 2.4.1 Possible limitation: The availability and function of the communication accesses provided by the customer for remote support (e.g. ISDN dial-in access, dial-in router, VPN device) are the responsibility of the customer.
- 2.5 In a contract in which on-site services are also agreed, the customer is responsible for free access to the premises. The customer shall provide NOVAGO with all access authorizations necessary for the respective contract. All work for the creation of access authorizations must be provided at no cost to NOVAGO.

3 Service demarcation

- 3.1 Updates shall only be carried out for systems and software components for which a valid contract exists between the contractual partner and the manufacturer.
- 3.2 The operational responsibility for cloud systems lies with the respective cloud provider.
- 3.3 The operational responsibility for backup software running on the Client's premises lies with the Client itself.
- 3.4 Resolution and recovery times are not guaranteed unless otherwise agreed.
- 3.5 With regard to all work on software, in particular specialist applications, we would like to point out that it may be necessary to make use of the manufacturer's support in order to achieve the objective of the project. Depending on the manufacturer's conditions, additional costs may be incurred, over which we have no influence. These costs are to be borne by the client and are therefore not part of an offer.
- 3.6 As a precaution, we would like to point out that you must ensure that you have an up-to-date data backup when working on your IT system.

4 Due date for payment

- 4.1 Due date: hardware and software after ordering, services after implementation of the work.
- 4.2 The billing of work services is based on actual working hours.
- 4.3 Financing or leasing is possible, please contact us if you are interested. Financing or leasing is possible; please contact us if you are interested.

5 Payment methods

- 5.1 NOVAGO prefers the direct debit procedure, the corresponding form can be found on our website. A bank transfer is also possible.
 - 5.1.1 In the case of a direct debit payment, NOVAGO is revocably authorized to collect the invoice amount from the account specified by the customer.
Note: If a direct debit is not honored due to insufficient funds in the account or due to incorrect bank details or if the customer objects to the debit although he is not entitled to do so, the customer shall bear the fees incurred by the respective credit institution due to the chargeback if the customer is responsible for this.
- 5.2 In the case of a transfer of invoice amounts, a payment term of 10 days shall apply as standard, unless otherwise agreed in writing.
 - 5.2.1 Accordingly, the client undertakes to pay an invoice amount within 10 days, regardless of the amount - if the client wishes to agree an individual payment term (with a surcharge), the client is obliged to contact NOVAGO independently. If both parties agree to a change, NOVAGO will provide a suitable agreement for signature.
- 5.3 Other forms of payment (credit card, etc.) only by arrangement and NOVAGO reserves the right to charge a surcharge for administrative expenses.