



**alphaflow contract management (alphaflow-contract)  
General Terms and Conditions (GTC) of alphaflow GmbH**

These GTC govern the rights and obligations of the contracting parties regarding the use of the “alphaflow-contract” services (“Services”, “App”) provided by alphaflow GmbH, Stahlhöferweg 11, 44227 Dortmund (hereinafter “we”, “us”), via the d.velop store operated by d.velop AG, Schildarpstraße 6–8, 48712 Gescher (“d.velop”). The customer’s general terms and conditions shall not apply unless explicitly agreed upon by us. These services are provided exclusively to business customers within the meaning of § 14 of the German Civil Code (BGB).

**§ 1 Subject Matter of the Agreement**

The subject matter of these General Terms and Conditions is the definition of the rights and obligations of the contracting parties in relation to the use of the alphaflow Contract Management solution by the Customer.

The alphaflow Contract Management is a solution designed to extend the functionalities of a document management system with the features specified in the service description.

An integral part of these General Terms and Conditions – and thereby of the agreement between you (“Client”) and us (“Contractor”) – is the data processing agreement attached as Annex 1.

**§ 2 Registration for alphaflow Contract Management**

(1) In order to use our alphaflow Contract Management, it is mandatory for each user to purchase the app (technically: alphaflow-contract) via the d.velop store and to register in the d.velop Cloud Center.

(2) The alphaflow Contract Management can be accessed at any time via the corresponding app in your admin section of the d.velop Cloud Center.

(3) Upon registration, all registered users will be granted access to the features and functionalities of the alphaflow Contract Management.

(4) To provide the features and functionalities of the alphaflow Contract Management, an admin account is required. This account is created during the initial registration in the d.velop Cloud Center. Additional user accounts can be created through the admin account.

**§ 3 Remuneration for the alphaflow Contract Management**

(1) The use of the alphaflow Contract Management is subject to a pay-per-use model based on the number of registered users. A monthly fee per user is agreed upon. The applicable prices and fees are specified during the booking process in the d.velop store and are also available within the d.velop Cloud Center.

(2) The number of users per month is determined based on users regularly assigned during the billing month. A user is deemed regularly assigned if activated during the billing month, meaning the user was registered in the Cloud Center. The current number of users can be viewed at any time in the administration overview (admin panel) of the d.velop Cloud Center. Billing is carried out monthly.

(3) All fees are exclusive of VAT at the statutory rate applicable at the time and place of performance.

(4) Billing of the remuneration for the alphaflow Contract Management is handled by d.velop and is subject to the respective billing terms agreed between you and d.velop.

(5) We reserve the right to increase the agreed fees at any time. You will be notified of any fee increases at least four (4) weeks prior to their effective date in text form. You have the right to terminate the use of our alphaflow Contract Management for good cause as of the effective date of the price adjustment. If you do not terminate the service by the end of the month preceding the date of the price change, you shall be deemed to have accepted the adjustment.



(6) You are entitled to offset only if your counterclaims have been legally established, acknowledged by us, or are undisputed; this does not apply to the assertion of warranty claims. The right of retention may only be exercised if your counterclaim arises from this contractual relationship.

#### **§ 4 Term**

(1) The term of the usage authorization for your access to the alphaflow Contract Management App is 12 months, starting from the first contractual month. It shall automatically renew for an additional 12 months unless the agreement concerning the use of the alphaflow Contract Management App is terminated by either party. The notice period for termination is three (3) months prior to the end of the contract term for both parties.

(2) Partial termination of individual software products or functionalities, as well as a reduction in the number of users, is permitted after the expiration of the minimum contract term. A notice period of twelve (12) months applies to partial terminations.

(3) The right to extraordinary termination of this contract for good cause remains unaffected. For us, good cause particularly exists if a cloud provider acting as a subcontractor discontinues or terminates the provision of services necessary for the delivery of our cloud services to such an extent that adherence to the standard termination period becomes impossible or unreasonable.

(4) Termination of the contract must be in text form. Termination — and thus complete dissolution of the agreement — may also be carried out directly by the admin via the admin panel. By executing this action, you implicitly declare your intention to fully terminate the contract with us. Your access will then be permanently deleted following the expiration of the notice period as set out in subsection 1.

#### **§ 5 Principles Governing the Provision of Our alphaflow Contract Management**

(1) The interoperability of the services we provide with your IT systems and the hardware and software you use does not constitute a warranted characteristic of our services. The minimum requirements for your IT systems are specified in the service description of the alphaflow Contract Management.

(2) We are not responsible for the functionality or availability of software, hardware, other components, or services that you provide or procure from third parties. Illustrations, drawings, and other materials related to our services (hereinafter referred to as "product information") serve solely for general presentation purposes and do not constitute a guarantee.

(3) The alphaflow Contract Management is subject to the statutory provisions of German tenancy law. Accordingly, we are obligated to maintain the system. Updates, upgrades, and other maintenance measures are carried out free of charge. No further support is currently provided. Beyond maintenance, the statutory warranty rights for rental defects apply.

(4) The availability of our services may be limited at times. This applies in particular to periods during which maintenance work is carried out on the application (including functional enhancements) or on the technical infrastructure. We will conduct such maintenance work, where possible, outside of regular business hours (weekdays 08:00–17:00). If a disruption to availability originates from your sphere of responsibility, we are not liable for it.

(5) We reserve the right, at our reasonable discretion and while taking your interests into account, to modify, reduce, or discontinue our services (including services, software, support services, apps, etc.) and the related documents and appendices (e.g., service description, service levels, pricing models), in whole or in part. There is no entitlement to the provision of services with specific functionalities for particular operating systems (e.g., Windows, Mac OS), end devices, or browsers. We will inform you in text form of any such changes or discontinuations no later than four (4) weeks before they take effect. You have the right to object to the change. If you object, we reserve the right to terminate the contract with you extraordinarily.



(6) It is your responsibility to ensure that the prerequisites for the use of third-party products in connection with our services are met.

(7) We rely on third-party cloud providers for the delivery of our services. If these providers implement changes that affect our services, we will strive to offer you alternative, equivalent services. If no agreement can be reached, both parties have the right to terminate this contract extraordinarily and without notice for good cause.

(8) We are released from our obligation to perform if force majeure applies. Force majeure includes fire, explosion, flooding, war, mutiny, blockade, embargo, and labor disputes, provided that these circumstances are beyond our or our subcontractors' control.

(9) You are responsible for taking appropriate precautions to prevent the loss of content created or processed using the alphaflow Contract Management.

(10) When using our services, you are prohibited from:

- violating third-party rights such as trademarks, copyrights, or name rights; uploading offensive, defamatory, pornographic, content harmful to minors, or otherwise criminally relevant material;
- unreasonably harassing other customers and/or third parties, for example by sending unsolicited advertising (spam) or sexually explicit or suggestive communications;
- using mechanisms, software, and/or scripts beyond the functionalities and interfaces provided by our services, particularly if these impair, modify, copy, or overwrite our services;
- attempting to compromise our services, their security systems, or the content provided therein through data tampering (§ 303a German Criminal Code), computer sabotage (§ 303b), falsification of evidentiary data (§§ 269, 270), suppression of evidentiary data (§ 274), computer fraud (§ 263a), data espionage (§ 202a), interception of data (§ 202b), or other criminal offenses. We will report such attempts to the competent public prosecutor's office.

## **§ 6 Your Duties to Cooperate in Connection with the alphaflow Contract Management**

You are responsible for ensuring that all prerequisites required within your area of responsibility for the proper contractual provision of our services are fulfilled in a timely manner and at no cost to us. In particular, the following contributions and cooperative actions are to be provided free of charge by you as ancillary obligations:

- Provision of necessary information, documentation, and data in a format suitable for further processing.
- If necessary: granting of the required usage rights to third-party software, in particular databases, server operating systems, and applications.
- If necessary: creation of backups of the IT system and other IT components that may be affected by the provision of our services.
- Notifications of material or legal defects as well as system malfunctions must include a problem description (e.g., with screenshots or anonymized log files).
- If necessary: disclosure of your internal policies governing remote access to your IT systems and the provision, free of charge, of all information and components required to enable such access.
- If necessary: provision of test cases, test data, and test environments for the purpose of conducting an acceptance test (only in the case of expressly agreed project services).
- In the case of security-relevant updates, we reserve the right to promptly adjust our services. You are responsible for implementing the resulting adjustments on your IT systems.

## **§ 7 General Liability**

(1) Alphaflow shall be liable for damages caused by its legal representatives or vicarious agents through gross negligence or willful misconduct, as well as for damages arising from the breach of cardinal obligations. Any further liability is excluded. Cardinal obligations are those obligations that are essential for the proper performance of the contract and upon which the contractual partner may regularly rely.



(2) In the event of a slightly negligent breach of cardinal obligations, liability shall be limited in type and amount to those damages that are typical and foreseeable at the time the contract was concluded.

(3) The liability limitations under subsections (1) and (2) shall not apply to damages resulting from culpable injury to life, body, or health, to claims under the Product Liability Act, or where a guarantee has been explicitly assumed.

(4) The above liability limitations shall also apply in favor of the corporate bodies, representatives, employees, and vicarious agents of alphaflow.

#### **§ 8 Liability for defects**

(1) The alphaflow Contract Management App qualifies as a Software-as-a-Service (SaaS) solution and is therefore subject to the statutory provisions of German tenancy law, unless otherwise provided below.

#### **Material Defects**

(2) In the event of material defects, you are initially entitled—at our discretion—to either remedy of the defect or replacement delivery (hereinafter referred to as “subsequent performance”) free of charge. If the defect cannot be rectified after two attempts at subsequent performance, it must be evaluated—prior to any termination or withdrawal—whether an alternative solution proposed by us would adequately meet your interests.

(3) In the context of rental agreements, strict liability for damages due to defects already existing at the time of handover is excluded pursuant to Section 536a (1) of the German Civil Code (BGB). Your obligations as a merchant under Sections 377 and 381 (2) of the German Commercial Code (HGB) remain unaffected.

#### **Legal Defects**

(4) Our services shall be provided to you free of third-party rights.

(5) At our request, you are required to entrust us with the defense against any claims asserted by third parties, to provide the information necessary for the defense, issue the required declarations, and grant us the necessary powers of attorney. In return, we shall indemnify you from any payment or compensation claims arising from such third-party rights.

(6) If our services are in fact encumbered with third-party rights, we shall be entitled, at our discretion, to:

- eliminate the third-party rights or prevent their enforcement (e.g., by paying license fees); or
- modify our services in such a way that they no longer infringe upon third-party rights.

#### **General Provisions**

(7) If a defect cannot be rectified after two attempts at subsequent performance, it must be evaluated—prior to any termination or withdrawal—whether an alternative solution proposed by us would adequately meet your interests.

(8) Warranty claims shall lapse if you make modifications to the services without our prior consent or if the services are used by you for purposes not covered by this contract, and such modification or misuse is solely responsible for the defect.

(9) Claims based on defects shall become time-barred after twelve (12) months.



## **§ 9 Your Responsibility as Customer/User**

(1) You are solely responsible for ensuring compliance with applicable laws in relation to the content processed by you and your users within the alphaflow Contract Management App. Content uploaded by you or your users is considered third-party content from our perspective. In order to process your content using our services, you grant us the necessary rights of use required to provide the agreed services. If you process text, image, graphic, audio, or video files using our services, you must ensure that you possess the necessary usage rights for such content.

(2) You are liable for the actions of your users to the same extent as for your own actions. You are required to inform your users, prior to their initial use of our services, about their rights and obligations and to obligate them to comply with any applicable terms of use governing our services.

(3) Through links or functionalities provided within our services, you may be directed to third-party websites and SaaS solutions that are not operated by us and for which we assume no responsibility. Such links or functionalities are either clearly marked or can be recognized by a change in the browser's address bar or user interface.

(4) If you breach this contract, we may, at our reasonable discretion and while taking your interests into account, impose sanctions. These may include the deactivation or blocking of individual services, deletion of content processed via the cloud services, or full or partial suspension of your access to our services. The severity of the sanctions shall be proportionate to the severity of the breach. All other rights remain unaffected, in particular our right to extraordinarily terminate the contract for good cause.

## **§ 10 Your Right of Use**

### **Software Usage & General Provisions**

(1) You and the users you authorize shall receive a simple (non-exclusive), non-transferable, and non-sublicensable right to use our services—including new releases—for the duration of the contract, without geographical restriction.

(2) Your affiliated group companies are equally entitled to use the software. However, this right does not include an independent entitlement to sublicense or otherwise transfer your usage rights. This right of use shall expire if the company in question no longer qualifies as an affiliated company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).

(3) You are not entitled to reproduce, publicly perform (in particular, make publicly accessible), edit, transform, translate, decompile, or otherwise modify the software. Your statutory rights under Sections 69d(3) and 69e of the German Copyright Act (UrhG) remain unaffected.

(4) We reserve the unrestricted right to use our services—including new releases—as well as any general know-how, expertise, methodologies, and procedures developed in connection with the contract for other purposes (including providing to third parties or releasing as open source software).

(5) Trial and demo licenses are generally limited to a duration of 30 days. Unless a productive license agreement is concluded, your test access—including administrator credentials, all user credentials, and all content you have provided—will be deleted upon expiry of the test or demo license.

### **Open Source Software**

(6) "Open Source Software" ("OSS") refers to computer programs and related materials (e.g., documentation or license terms) that (i) may be distributed to third parties without separate compensation, (ii) may be modified by users under certain conditions, and (iii) are generally made available to third parties in source code form. If our software includes any OSS, we grant you those rights that can be lawfully transferred to you under the respective license terms applicable to such OSS.



(7) The foregoing also applies to the use of open source software in the context of deployment and use of our software. You are permitted to use open source software, provided that such use does not infringe upon our rights in the software due to the so-called “viral effect” of the OSS.

#### **§ 11 Assignment to Third Parties**

(1) We are entitled to assign the contract to a legal successor, an affiliated group company, or a third party without your prior consent. In such case, we will inform you of the intended assignment in text form at least two months prior to the effective date.

(2) Any assignment of the contract to a third party (not being a legal successor or affiliated company) requires your prior consent. If you object to the assignment, the contract shall continue unchanged. Your objection shall constitute good cause entitling us to extraordinarily terminate the contract.

#### **§ 12 Final Provisions**

(1) The assignment of individual claims under this contract requires the prior consent of the other party in text form. Such consent may only be withheld for good cause. This does not apply to assignments by either party to an affiliated group company with its registered office in the EU or EEA.

(2) The entire contractual relationship between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(3) The place of jurisdiction for all disputes arising out of or in connection with this contractual relationship shall be the competent court at our registered office.

(4) In the event of disputes arising from this contractual relationship, the parties shall seek an amicable settlement through out-of-court negotiations. If no mutually satisfactory resolution is achieved, the parties agree to conduct a mediation proceeding in accordance with the DIS Mediation Rules before taking the matter to court.

(5) No oral side agreements have been made. Amendments and additions to this contract and to any other agreements related to this contract must be made in text form to be effective. Amendments to the contract shall become effective unless you object within one month of receiving written notice of the changes. If you object to the amendment, the contract shall continue unchanged, and we shall have the right to terminate the contract extraordinarily with one (1) month’s notice to the end of the following calendar month. The requirement of text form also applies to any amendment of this form clause. The precedence of individual agreements remains unaffected.

(6) Should any provision of this contract be or become invalid, or should the contract contain an omission requiring regulation, the validity of the remaining provisions shall not be affected. In such a case, the parties undertake to replace or complete the invalid or incomplete provision with one that most closely reflects the commercial intent of the invalid or missing provision.