

Evaluation License Terms

For ASAPIO Integration Add-on (time-delimited, non-productive use)

Version: 23-JUL-2026

1 Validity and Scope

(1) These terms and conditions shall apply conclusively to software provided by ASAPIO free of charge for time-limited evaluation purposes ("Evaluation") to the end customer ("Customer"), unless expressly agreed otherwise in writing. "ASAPIO" is ASAPIO GmbH, Landsberger Str. 400, 81241 Munich, Germany, the manufacturer of the Software.

(2) "Software": software, components and program code produced by ASAPIO and marketed as "ASAPIO Integration Add-on", including any documentation that may accompany it.

(3) Demarcation. These terms do not apply to (a) the productive use of ASAPIO software under a paid subscription, which is governed by the ASAPIO Subscription License Terms; (b) software provided by ASAPIO free of charge for use not limited to an evaluation period, which is governed by the ASAPIO Free Software License Terms (EULA); or (c) consulting, implementation, training and other professional services, which are governed by the ASAPIO Services Terms. All documents are available at <https://asapio.com/terms/>.

(4) These terms apply exclusively to business-to-business (B2B) transactions. The Customer warrants that it is acting as a commercial enterprise, merchant, or legal entity under public law, and not as an individual consumer. The individual accepting these terms represents that they have full legal authority to bind the Customer.

(5) Amendments, supplements and declarations relating to these terms must be made in writing.

2 Contract Formation and Evaluation Period

(1) Download of the Software or any other written or electronic acceptance of these terms by the Customer forms a contract between ASAPIO and the Customer under these terms. The effective date of the contract is the earlier of either the date when the Customer downloaded the Software or the date when the Customer accepted these terms by other means.

(2) The term of the evaluation period is thirty (30) days from the effective date (the "Evaluation Period"), unless a different period is expressly agreed in writing.

(3) The Customer may terminate the Evaluation at any time with written notice. ASAPIO may terminate the Evaluation with immediate effect if the Customer violates these terms.

3 Rights of Use and Intellectual Property

(1) During the Evaluation Period, ASAPIO grants the Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, royalty-free right to use the Software for the Customer's own evaluation purposes.

(2) The Software may only be installed in SAP development and test environments and may not be used commercially or productively.

(3) The Customer may not sell, give away, lend, rent or sublet the Software, disclose the Software or its code to any third party, reverse engineer, decompile or disassemble the Software except to the extent expressly permitted by applicable mandatory

law, or remove, alter or obscure any proprietary notices, copyright stamps, labels or branding of ASAPIO within the Software.

(4) Intellectual property rights, ownership rights, copyrights, ancillary copyrights and distribution rights to software and code supplied or developed by ASAPIO remain exclusively with ASAPIO. No ownership rights are transferred to the Customer.

(5) End of use. After expiry or termination of the Evaluation Period, the Customer shall cease use of the Software, uninstall it and delete all copies, and shall confirm the fulfillment of these obligations to ASAPIO in writing within fourteen (14) days.

(6) Non-licensed use. The Customer agrees not to use the Software beyond the Evaluation Period and to notify ASAPIO of any non-licensed use or overuse in writing within fourteen (14) days of its occurrence. The Customer will accept the invoicing of any due subscription fees for such use, based on ASAPIO's then-current price list and the ASAPIO Subscription License Terms.

4 Customer Obligations

(1) The Customer shall ascertain the suitability of the Software for its specific purpose based on the provided product information before installing it.

(2) The Customer shall perform backups of affected systems on a regular basis, especially prior to the installation and commissioning of the Software or updates thereof.

(3) Additional costs, delays and other disadvantages resulting from a breach of the Customer's duty to cooperate shall be borne by the Customer.

(4) The Customer shall comply with all applicable export control, customs and economic sanctions laws and regulations (including those of the European Union, Germany and, where applicable, the United States) in connection with the installation and use of the Software, and shall not use or make the Software available in violation of any such laws.

5 Gratuitous Provision (Legal Classification)

The Software is provided by ASAPIO to the Customer free of charge for the Evaluation Period. The parties expressly agree that the provision and use of the Software is gratuitous in nature. Because the Customer is granted only a revocable, non-transferable, time-limited right of use, and not a permanent transfer of ownership, the parties intend this relationship to qualify as a loan for use (Leihe) pursuant to Sections 598 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"). The statutory privileges and liability relaxations applicable to gratuitous contracts under German law — in particular Sections 599 and 600 BGB — shall apply to this contractual relationship to the fullest extent permitted.

6 No Warranty; No Support

(1) The Software is provided on an "as-is" and "as-available" basis. ASAPIO does not guarantee continuous availability, uninterrupted operation, or error-free performance of the Software. The Customer acknowledges that, due to the technical complexity of ERP environments and SAP system landscapes, the occurrence of software errors, bugs or temporary inaccuracies is a known technical limitation and an inherent characteristic of software provided for evaluation, and does not by itself constitute a breach of contract, defect or negligence by ASAPIO.



Evaluation License Terms

(2) Except in cases of fraudulent concealment of a defect (Section 600 BGB), any warranty or liability for defects of the Software is excluded to the fullest extent permitted by law.

(3) ASAPIO is under no obligation to provide maintenance, technical support, updates, patches or upgrades for the Software during the Evaluation. Any support or updates provided by ASAPIO shall be at its sole discretion.

(4) The Software is not a stand-alone executable product and requires suitable SAP systems and access to the designated target platforms/applications in scope in order to be installed and used. Please refer to the product documentation regarding technical requirements. The Software is delivered by ASAPIO as SAP transport requests (with objects in the ASAPIO namespace) by e-mail or via a download link.

7 Liability of ASAPIO

(1) In accordance with the statutory provisions for gratuitous contracts (Section 599 BGB), ASAPIO shall only be liable for damages caused by intent or gross negligence. Any liability of ASAPIO for slight or ordinary negligence is excluded.

(2) The mere existence, occurrence or discovery of software bugs, technical defects or incorrect data displays within the Software does not, by itself, constitute gross negligence or intent.

(3) To the maximum extent permitted by law, ASAPIO shall not be liable for any indirect, incidental, special or consequential damages, including but not limited to lost profits, savings not achieved, business interruption, third-party claims or loss of data.

(4) To the extent the statutory liability privileges for gratuitous contracts are not given full effect by a competent court or under other applicable mandatory law, ASAPIO's total aggregate liability arising out of or in connection with the Evaluation shall not exceed EUR 100.00, it being acknowledged that the Software is supplied free of charge.

(5) Nothing in this Section 7 excludes or limits any liability that cannot be excluded or limited under applicable mandatory law, in particular liability for damage resulting from injury to life, body or health, or under the German Product Liability Act (Produkthaftungsgesetz).

(6) If the liability of ASAPIO is excluded or limited, this shall also apply to the liability of the employees, representatives or vicarious agents of ASAPIO.

(7) To the extent permitted by law, all claims for damages shall become time-barred one (1) year after the Customer becomes aware of the circumstances giving rise to the claim.

8 Infringements of Property Rights

(1) If a third party asserts claims against the Customer arising from an infringement of property rights by the Software for which ASAPIO is responsible, the Customer shall inform ASAPIO without undue delay. ASAPIO may, at its option and at its own expense, either make changes to the affected performance after prior consultation with the Customer which ensure that there is no longer any infringement of property rights, acquire the necessary rights of use for the Customer, or terminate the Evaluation.

(2) Any further claims of the Customer in connection with infringements of property rights are subject to the limitations set out in Section 7 (Liability of ASAPIO).

9 Third-Party and Open-Source Components

The Software may include third-party software components, including open-source components and SAP-provided proprietary components. In such a case, a current inventory is provided in a Third-Party Notices document shipped with the Software. Open-source components are licensed by their respective rights holders under the applicable open-source licenses listed therein; those license terms prevail solely for those components in case of conflict with these terms. SAP-provided proprietary components are governed by the applicable license terms of their respective licensors.

10 Force Majeure

In the event of force majeure events such as war, riots, forces of nature, fire, strikes, lockouts, sabotage by third parties or the like, neither party shall be liable to the other for any delay or failure to perform due to the force majeure event. The affected party shall notify the other party promptly of the event and its expected duration. If an event of force majeure lasts longer than one (1) month, both parties shall be entitled to terminate for cause the obligations affected. In this case, there shall be no claims for compensation or damages.

11 Jurisdiction

(1) These terms and any contract referring to them shall in all respects be governed by the laws of the Federal Republic of Germany, excluding its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) To the extent permitted by law, Munich is agreed as the place of jurisdiction for all disputes.

12 Data Privacy

Contracts with ASAPIO are subject to the GDPR. By entering into the contractual relationship, the data privacy information of ASAPIO is applied, which can be found at <https://asapio.com/data-privacy/>. The Software operates exclusively within the Customer's own SAP environment and does not transmit any business data, personal data or SAP data to ASAPIO. To the extent any personal data is processed by the Software within the Customer's environment, the Customer acts as the sole data controller; no data processing agreement pursuant to Article 28 GDPR is required.

13 Severability

Should any provision of these terms be or become invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected.

