

ASAPIO Services Terms

for Consulting, Implementation and Training Services

Version: 23-JUL-2026

1 Validity and Scope

- (1) These terms and conditions shall apply conclusively to application consulting, implementation consulting, training and other professional services ("Services"), provided by ASAPIO GmbH, Landsberger Str. 400, 81241 Munich, Germany ("ASAPIO") to the customer ("Customer"), unless expressly agreed otherwise. These terms apply exclusively to commercial entities (Kaufleute) within the meaning of the German Commercial Code (HGB).
- (2) "Order". The commercial agreement under which the Customer orders Services, defining scope, deliverables (if any), timeline and fees. The Order may be concluded by the Customer either directly with ASAPIO or with an authorized reseller ("Reseller"). Commercial terms - in particular fees, budgets and terms of payment - are governed exclusively by the Order. The Order takes precedence over these terms in the event of a conflict. Services are in all cases rendered by ASAPIO directly to the Customer.
- (3) Deviating, contrary or supplementary terms and conditions of the Customer shall not apply, irrespective of the form in which they are communicated, even if ASAPIO does not expressly object to them. References to the Customer's terms in purchase orders are expressly rejected.
- (4) Support Services for licensed ASAPIO software are not subject to these terms; they are governed by the ASAPIO Subscription License Terms (Support, Section 5).
- (5) Amendments, supplements and declarations relating to these terms must be made in writing.

2 Nature and Delivery of Services

- (1) Unless expressly agreed otherwise in the Order, Services are provided as services (Dienstleistungen) within the meaning of Sections 611 et seq. German Civil Code (BGB); a specific work result (Werkerfolg) is not owed. Where the Order defines specific deliverables with acceptance criteria, such deliverables are owed as work performance (Werkleistung) within the meaning of Sections 631 et seq. BGB.
- (2) Acceptance of deliverables. The Customer shall review deliverables and declare acceptance within the period specified in the Order, or, absent such period, within fourteen (14) days after notification of completion. Deliverables shall be deemed

accepted if the Customer does not refuse acceptance within this period specifying material defects, or upon productive use of the deliverable.

- (3) Estimates. Where ASAPIO provides estimates of effort, duration or cost, such estimates are non-binding unless expressly designated as fixed in the Order.
- (4) ASAPIO selects the personnel performing the Services and may use qualified subcontractors; ASAPIO remains responsible for the quality of the Services.
- (5) Services are delivered remotely only, using common remote working tools (e.g. Microsoft Teams). On-site delivery only if expressly agreed in the Order. All Service Fees are exclusive of travel time and expenses, which are charged at actual cost unless otherwise specified in the Order.
- (6) Service hours: Monday to Friday, excluding German public holidays, between 8:00 (8am) and 18:00 (6pm) CET. See <https://asapio.com/terms> for holiday calendar.
- (7) Unused training or consulting budget is not paid out and not transferred to the following period, unless agreed otherwise in the Order.

3 Customer Obligations to Cooperate

- (1) The Customer operates the SAP systems concerned and, where applicable, the ASAPIO software installed therein. The Customer shall support ASAPIO free of charge in the delivery of Services. The Customer shall in particular
 - provide IT system accesses required for the performance of the Services, such as URLs, user IDs, passwords and authorizations;
 - provide internet-based remote access to the required IT systems for ASAPIO free of charge (e.g. via virtual desktop solutions, VPN access or similar);
 - provide the information, systems, installations and other infrastructure services required to perform the Services in a timely manner;
 - name a contact person who can be reached by ASAPIO at an e-mail address and cell phone number, in case of emergency also outside normal working hours. The contact person must be able and authorized to make or bring about the decisions necessary for the performance of the Services on the part of the Customer;
 - review and approve deliverables in a timely manner within the periods specified in the Order or in Section 2 (2);



- perform backups on a regular basis, especially prior to the installation and commissioning of software or updates thereof.
- (2) The Customer shall ensure that it holds all licenses and rights necessary for the systems and software environments in which the Services are performed.
- (3) System access shall be provided using standard remote connection technology and software-based authorization and authentication procedures only. The Customer remains responsible for the assignment and administration of users and authorizations in its systems.
- (4) Additional costs, delays and other disadvantages resulting from a breach of the Customer's duty to cooperate shall be borne by the Customer. Agreed dates shall be postponed appropriately; additional effort may be invoiced at the applicable rates.

4 Data Protection and System Access

- (1) Where the performance of Services involves access to personal data processed in the Customer's systems, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR prior to such access.
- (2) ASAPIO shall access Customer systems only to the extent required for the performance of the Services and shall observe reasonable instructions of the Customer regarding system usage and security.

5 Performance Standard, Acceptance and Warranty

- (1) ASAPIO shall perform the Services with professional care in accordance with generally accepted industry practice.
- (2) The Customer shall notify ASAPIO in writing without undue delay of any inadequate performance, describing the issue. ASAPIO will re-perform inadequately performed Services within a reasonable period.
- (3) For deliverables owed as work performance (Section 2 (1) sentence 2), defects shall be remedied by way of subsequent performance at ASAPIO's discretion (rectification or new production). If subsequent performance fails, the Customer's statutory rights apply. To the extent permitted by law, claims for defects become time-barred twelve (12) months after acceptance, except in the case of intent.
- (4) Technical data, specifications and performance data in public statements, in particular in advertising material, are not statements of quality.
- (5) Exclusion of liability for Services free of charge. To the extent permitted by law, liability for defects shall not apply to Services provided free of charge.

6 Intellectual Property

- (1) ASAPIO retains all intellectual property rights in its methods, frameworks, tools, software and know-how used or developed in the course of delivering Services ("ASAPIO Background IP").
- (2) Rights in deliverables created specifically and exclusively for the Customer under an Order ("Customer-Specific Deliverables") are transferred to the Customer upon full payment of all applicable fees, unless the Order provides otherwise.
- (3) Deliverables that incorporate ASAPIO Background IP are licensed to the Customer on a non-exclusive, non-transferable basis for the Customer's internal use only.
- (4) The Customer may not reproduce, distribute or sublicense any ASAPIO Background IP without ASAPIO's prior written consent.

7 Confidentiality

- (1) Each party ("Receiving Party") shall keep confidential all non-public information disclosed by the other party ("Disclosing Party") in connection with the Services ("Confidential Information") and shall not disclose it to third parties without prior written consent.
- (2) The confidentiality obligation does not apply to information that (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was already known to the Receiving Party prior to disclosure without a confidentiality obligation; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) must be disclosed by applicable law or court order, provided the Receiving Party notifies the Disclosing Party promptly and cooperates to limit the scope of such disclosure.
- (3) Confidentiality obligations survive termination of the relevant agreement for a period of three (3) years.

8 Liability of ASAPIO

- (1) ASAPIO shall be liable for malice, intent and gross negligence. ASAPIO shall only be liable for slight negligence in the event of a breach of a material contractual obligation (cardinal obligation), the fulfillment of which is a prerequisite for the proper performance of the contract and the observance of which the Customer may regularly rely on, as well as in the event of damage resulting from injury to life, body or health.
- (2) To the extent permitted by law, ASAPIO excludes liability for consequential damages such as lost profits, savings not achieved, business interruption, third party claims or loss of data.

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- (3) To the extent permitted by law, liability shall be limited to the total fees agreed for the affected Services under the respective Order (order value).
- (4) Contributory negligence of the Customer may be asserted.
- (5) 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.
- (6) 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.

9 Term and Termination of Orders

- (1) Orders without a fixed term may be terminated by either party with thirty (30) calendar days' written notice. Where a fixed term is agreed, premature termination is only permitted for good cause.
- (2) Either party may terminate an Order for cause without notice period if the other party materially breaches the Order and fails to remedy such breach within fourteen (14) days of written notice.
- (3) Upon termination, the Customer shall pay for all Services rendered up to the effective date of termination. For fixed-price Orders, ASAPIO is entitled to invoice the proportional value of the work completed at the time of termination.
- (4) Any notice of termination must be made in writing or by electronic signature using a recognized electronic signature tool.

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 Sanctions and Export Control

- (1) Each party represents and warrants that it is not subject to any sanctions or export control restrictions that would prohibit entering into or performing these terms or any Order.
- (2) ASAPIO may immediately terminate any Order if a breach of this representation is established or if applicable law or regulation prohibits continued performance.

12 Jurisdiction

- (1) These terms shall in all respects be governed by the laws of Germany, excluding its conflict-of-law 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.

13 Data Privacy

Contracts with ASAPIO are subject to 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/>.

