

ASAPIO Subscription License Terms

Version: 23-JUL-2026

1 Validity and Scope

- (1) These terms and conditions shall apply conclusively to the lease ("Subscription") and use of ASAPIO software ("Software") by 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 and program code produced by ASAPIO and offered as standard software.
- (3) "Order". The commercial agreement under which the Customer subscribes to the Software. The Order may be concluded by the Customer either directly with ASAPIO or with an authorized reseller ("Reseller"). The party to the Order is the 'Grantor'. Commercial terms - in particular subscription fees, terms of payment, contract term, renewal and termination of the Subscription, and the licensed extent - are governed exclusively by the Order.
- (4) Where the Grantor is a Reseller, the Reseller grants the rights of use as a sublicense derived from ASAPIO. Delivery of the Software (Section 6) and Support (Section 5) are in all cases provided by ASAPIO directly to the Customer. Resellers are not authorized to make representations, give warranties or grant rights on behalf of ASAPIO beyond these terms.
- (5) Consulting, implementation, training and other professional services relating to the Software are governed by the ASAPIO Services Terms, available at <https://asapio.com/terms/>.
- (6) Amendments, supplements and declarations relating to these terms must be made in writing.

2 Rights of Use and Intellectual Property

- (1) The Grantor grants the Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable right to use the Software for its own purposes, limited to the licensed extent as specified in the Order, for the duration of the subscription period.
- (2) The right of use is granted subject to the condition subsequent (auflösende Bedingung) of timely and complete payment of the subscription fees due under the Order. If due subscription fees remain unpaid, the right of use lapses for the period concerned.
- (3) The Customer may not sell, give away, lend or sublet 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.
- (5) Definitions of license metrics. The licensed extent is specified in the Order. Where the Order uses the following terms, they have the meaning set out below:

- "System(s)": Total number of installations of the ASAPIO Software in productive SAP systems with unique SAP installation numbers, on which the Software is installed.
- "Object(s)": Total number of configured input and output objects, as registered in the customizing tables /ASADEV/AMR_OBJ and /ASADEV/AMR_OBJ_I, for each connector and 'System', including custom connectors.
- "Connector(s)": Total number of unique ASAPIO Connector components installed on 'System(s)'.

3 Subscription Term and End of Use

- (1) The subscription period, its renewal and its termination are governed by the Order.
- (2) After expiry or termination of the Subscription, or upon lapse of the right of use pursuant to Section 2 (2), the Customer shall cease use of the Software and uninstall it. Upon ASAPIO's request, the Customer shall confirm the fulfillment of these obligations in writing.

4 Customer Obligations to Cooperate

- (1) Before subscribing to the Software, the Customer shall ascertain the suitability of the Software for its specific purpose based on the provided product information.
- (2) The Customer shall perform backups 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.

5 Support

- (1) Scope. The Subscription includes Support Services, provided by ASAPIO directly to the Customer, regardless of whether the Order was concluded with ASAPIO or with a Reseller. Support Services comprise: (a) Correction of defects - ASAPIO will provide program code corrections for the licensed Software and components, to maintain the Software in a condition suitable for use; (b) Updates - ASAPIO may, at its sole discretion, provide enhancements and functional improvements in new software releases; the Customer has the right to receive and use these software releases.
- (2) Out of scope. The obligation to maintain does not include the adaptation of the Software to changed conditions of use and technical and functional developments, such as changes to the IT environment, in particular changes to the SAP systems where ASAPIO is used, adaptation to the functional scope of competing products or establishment of compatibility to new interfaces and data formats. The installation of corrections and updates is not in scope.
- (3) Current release. Corrections and updates are provided on the basis of the latest released version of the Software. ASAPIO may make the remediation of a defect



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conditional upon the Customer installing the latest available release or correction level of the Software.

- (4) Notification of defects. Defects must be notified by the Customer to ASAPIO in writing without undue delay after discovery via the ticket system at <https://asapio.com/support>. Notifications shall contain a description of the defect. The Customer shall provide ASAPIO to a reasonable extent with documents and information required by ASAPIO to assess and remedy the defect. The Customer agrees that ASAPIO uses third party ticket management systems, which may be subject to separate terms and conditions. Regardless of how a support request was reported, a ticket will be created in the ASAPIO ticket system; answers are sent by e-mail to the creator of the request and can be answered by e-mail; progress can be tracked using the received ticket reference.
- (5) Elimination of defects. Defects shall be remedied by way of subsequent performance at ASAPIO's sole discretion, temporarily by a workaround, finally by remedying the defect e.g. by providing a correction or an updated version.
- (6) System access. If requested by ASAPIO, the Customer shall provide system access to the relevant SAP system for the purpose of issue analysis or defect remediation. This access shall include necessary users and authorizations, utilizing standard remote connection technology and software-based authorization and authentication procedures only.
- (7) Known defects. ASAPIO informs about corrections for known defects on the ASAPIO Support website. These are fixed continuously and do not represent a defect at delivery.
- (8) Modifications. The obligations under this Section 5 and the liability for defects shall not apply if the Customer makes any modification or alteration of the Software not authorized in writing by ASAPIO, unless the Customer proves that the defects in question were not caused by such modifications, neither in whole nor in part, and that the remedy of defects is not impeded by the modification.
- (9) SLA. The following service levels apply:

Ticket System	https://asapio.com/support
Support Hour Model	10/5
Language	English
Initial Response Time - Severity 1	4 hours
Initial Response Time - Severity 2	8 hours
Initial Response Time - Severity 3	5 days
Support Hours	8:00 (8am) to 18:00 (6pm) CET; business days Monday to Friday, excluding German

public holidays (see https://asapio.com/terms for holiday calendar)
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Initial Response Time: Average target period between the notification of a defect and the response from ASAPIO Support, within Support Hours.

- (10) Severity levels. Severity 1: A critical defect in a production system, the ASAPIO software cannot be used; there is no known workaround. Severity 2: A critical defect for which a workaround exists, or a non-critical defect that significantly affects the functionality of the ASAPIO software. Severity 3: An isolated or uncritical defect that does not significantly affect the functionality of the ASAPIO software; only certain insignificant functions (e.g. design-time features) are affected.

6 Software Delivery

The Customer sends the SAP installation number(s) to ASAPIO by e-mail. The Software is then delivered by ASAPIO as SAP transport requests (with objects in the ASAPIO namespace) by e-mail or via a download link to the sender.

7 Technical Requirements

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.

8 Infringements of Property Rights

- (1) ASAPIO shall indemnify the Customer at its own expense against all claims of third parties arising from infringement of property rights for which ASAPIO is responsible. The Customer shall inform ASAPIO without undue delay of the claims asserted by third parties. If the Customer does not inform ASAPIO about the asserted claims, the claim for indemnification shall expire.
- (2) In the event of infringement of property rights, ASAPIO may, without prejudice to any claims for damages of the Customer, at its option and at its own expense either make changes with regard to the affected performance after prior consultation with the Customer which ensure that there is no longer any infringement of property rights or acquire the necessary rights of use for the Customer.
- (3) ASAPIO's aggregate monetary liability for indemnification payments under this Section 8 (excluding ASAPIO's own costs of defense and the costs of the remedies under paragraph (2)) shall be subject to the limitation set out in Section 10 (Liability of ASAPIO)

9 Warranty

- (1) Technical data, specifications and performance data in public statements, in particular in advertising material, are not statements of quality. The functionality of the Software is based on the description in the offer and the associated product information. In all other respects, the Software must be suitable for the use assumed under the contract.



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- (2) The Software shall be provided and maintained in a condition suitable for use in accordance with the contract. Maintenance is performed by ASAPIO in accordance with Section 5; Section 5 (2) (out of scope) and Section 5 (8) (modifications) apply accordingly to the liability for defects.
- (3) Defects shall be notified and remedied in accordance with Section 5 (4) and Section 5 (5).
- (4) In the case where (a) a defect cannot be remedied within a reasonable period, where any suggested workaround shall extend this period, or (b) the subsequent performance to remedy the defect failed, the Customer may assert its further statutory rights (in particular withdrawal or reduction of remuneration) under and against the Grantor: against ASAPIO where the Order was concluded with ASAPIO, or against the Reseller where the Order was concluded with a Reseller.
- (5) Where the Order was concluded with ASAPIO and the Customer withdraws from the contract, the Customer shall remain obligated to compensate ASAPIO for the value of the use on a pro rata basis of 1/12 of the yearly fees per started month of use prior to notification of the defect. Fees already paid in excess will be refunded.
- (6) Exclusion of liability for defects for software free of charge. To the extent permitted by law, liability for defects shall not apply to software provided free of charge (e.g. evaluation licenses, free content packages, code samples).

10 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.
- (3) To the extent permitted by law, liability shall be limited to the subscription fees paid or payable by the Customer for the Software under the Order for the twelve (12) months preceding the occurrence of the loss.
- (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.

11 Subcontractors

The Customer agrees that ASAPIO uses subcontractors for the performance of Support Services.

12 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.

13 Export Control

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 deployment and use of the Software, and shall not use or make the Software available in violation of any such laws.

14 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.

15 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/>.

16 Severability

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

