

ASAPIO Support Terms

Version: 23-JUL-2026

1 Validity and Scope

(1) These terms and conditions shall apply conclusively to software maintenance and support services ("Support") for ASAPIO software ("Software"), provided under a separate support subscription by ASAPIO GmbH, Landsberger Str. 400, 81241 Munich, Germany ("ASAPIO") to the end customer ("Customer"), unless expressly agreed otherwise in writing.

(2) Demarcation. These terms apply where Support is purchased separately from a Software subscription, in particular where the Customer uses the Software under a perpetual or other existing license. Where the Customer subscribes to the Software, Support is included in the subscription and governed by the ASAPIO Subscription License Terms. Consulting, implementation, training and other professional services are governed by the ASAPIO Services Terms. All documents are available at <https://asapio.com/terms/>.

(3) "Order". The commercial agreement under which the Customer purchases Support. The Order may be concluded by the Customer either directly with ASAPIO or with an authorized reseller ("Reseller"). Commercial terms - in particular support fees, terms of payment, contract term, renewal and termination - are governed exclusively by the Order. The Order takes precedence over these terms in the event of a conflict. Support is in all cases provided by ASAPIO directly to the Customer.

(4) Prerequisite; licensed extent. Support is provided only for Software for which the Customer holds a valid right of use, and only within the licensed extent. The rights of use in corrections, updates and new releases provided under these terms are governed by the license terms applicable to the licensed Software; no additional rights of use are granted under these terms.

(5) 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.

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

2 Support Services

(1) Scope. 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 within the licensed extent.

(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 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 2 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)



ASAPIO Support Terms

(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.

3 Customer Obligations to Cooperate

(1) The Customer operates the SAP systems concerned and the ASAPIO software installed therein. The Customer shall perform backups on a regular basis, especially prior to the installation and commissioning of corrections and updates.

(2) The Customer shall ensure that it holds all licenses and rights necessary for the systems and software environments in which Support is provided.

(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 Term and Renewal

The term of the Support subscription, its renewal and its termination are governed by the Order.

5 Data Protection and System Access

(1) Where the performance of Support 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 Support and shall observe reasonable instructions of the Customer regarding system usage and security.

6 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 support fees paid or payable by the Customer 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.

7 Subcontractors

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

8 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.

9 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 receipt, deployment and use of the Software, corrections and updates, and shall not use or make them available in violation of any such laws.

10 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.

11 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/>.

12 Severability

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

