

END-USER LICENSE AGREEMENT – FOR ASAPIO SPEND LENS APPLICATION – V1.1

IMPORTANT: PLEASE READ THIS END-USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THE ASAPIO SPEND LENS APPLICATION ("APPLICATION"). BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, YOU, ACTING ON BEHALF OF YOUR COMPANY OR AS AN AUTHORIZED REPRESENTATIVE OF A CORPORATE ENTITY ("CUSTOMER"), ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE APPLICATION.

1. Scope of Agreement and Parties

This Agreement is a legally binding contract between **ASAPIO GmbH**, Landsberger Str. 400, 81241 Munich, Germany (hereinafter "ASAPIO"), website: asapio.com, and the **Customer** using the Application. This Agreement governs the provision, deployment, and use of the free "ASAPIO Spend Lens" application. ASAPIO Spend Lens is a software application that the Customer deploys and operates within its own SAP Business Technology Platform (SAP BTP) environment to visualize spend data read directly from the Customer's own SAP system. ASAPIO operates no backend, server, or hosted service of its own in connection with the Application.

This Agreement applies exclusively to business-to-business (B2B) transactions. The Customer warrants that they are acting as a commercial enterprise, merchant, or legal entity under public law, and not as an individual consumer.

Authority to Bind: The individual accepting this Agreement represents and warrants that they have full legal authority to bind the Customer to these terms. If you do not have such authority, you must not accept this Agreement or install the Application on behalf of the Customer.

2. Grant of License and Strict Usage Restrictions

License Grant: Subject to the terms of this Agreement, ASAPIO grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable, and royalty-free license to deploy, run, and use ASAPIO Spend Lens within the Customer's own SAP BTP environment solely for internal business purposes and data visualization.

Prohibition of Commercialization, Reselling, and Sub-licensing: The Customer is strictly prohibited from commercializing the Application in any manner. The Customer shall not, and shall not permit any third party to:

- a) Sublicense, rent, lease, loan, distribute, resell, or otherwise transfer or assign the Application, or any rights granted under this Agreement, to any third party (including corporate clients, external consultants, or non-affiliated entities).
- b) Utilize the Application to provide commercial services to third parties, including but not limited to operating as a service bureau, data processing center, or software-as-a-service (SaaS) provider using ASAPIO Spend Lens.
- c) White-label, rebrand, copy, modify, reverse engineer, decompile, or disassemble the Application, except to the extent expressly permitted by applicable mandatory law.
- d) Remove, alter, or obscure any proprietary notices, copyright stamps, digital watermarks, labels, or branding of ASAPIO within the Application.

3. Legal Classification as a Free App (Gratuitous Provision)

The Application is provided by ASAPIO to the Customer **free of charge**. The parties expressly agree that the provision and use of ASAPIO Spend Lens is gratuitous in nature. Because the Customer is granted only a revocable, non-transferable, time-limited right to use the Application for the term of this Agreement, and not a permanent transfer of ownership, the parties intend this relationship to qualify primarily as a loan for use (Leihe) pursuant to Sections 598 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, "BGB") and, to the extent a competent court instead characterizes it as a donation, as a donation (Schenkung) pursuant to Sections 516 et seq. BGB. In either case, the statutory privileges and liability relaxations applicable to gratuitous contracts under German law — including, as applicable, Sections 521 and 524 BGB (donation) and Sections 599 and 600 BGB (loan for use) — shall apply to this contractual relationship to the fullest extent permitted.

4. Technical Characteristics and No Warranties

"As-Is" Provision: ASAPIO Spend Lens is provided on an "as-is" and "as-available" basis. ASAPIO does not guarantee continuous availability, uninterrupted operation, or error-free performance of the Application.

Inherent Software Characteristics: The Customer acknowledges and accepts that due to the technical complexity of ERP environments, SAP database structures, cloud interface connections, and data extraction pipelines, the occurrence of software errors, programming bugs, data synchronization delays, rendering glitches, or temporary inaccuracies in displayed values is a known technical limitation. Such occurrences shall be considered an inherent characteristic of the Application, rather than a breach of contract, defect, or negligence by ASAPIO.

Data Verification Responsibility: The accuracy, completeness, and timeliness of the KPIs and metrics displayed by ASAPIO Spend Lens depend strictly on the underlying data quality, system configurations, and permissions within the Customer's own SAP environment. The data provided by the Application is for informational and indicative purposes only. **The Customer must**



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independently verify all displayed data against authoritative source systems before relying on it for financial reporting, procurement decisions, contract negotiations, regulatory compliance, or any other material business action.

5. Limitation of Liability

As the Application is provided free of charge, ASAPIO's liability is strictly limited and governed by the statutory provisions for gratuitous contracts under German law (Section 599 BGB for a loan for use and Section 521 BGB for a donation). Accordingly, the following terms apply:

Intent and Gross Negligence: ASAPIO shall only be liable for damages caused by intent or gross negligence.

Software Defects: The Customer explicitly agrees that the mere existence, occurrence, or discovery of software bugs, technical defects, or incorrect data displays within ASAPIO Spend Lens does not, by itself, constitute gross negligence or intent, unless ASAPIO acted with malicious intent or consciously and recklessly disregarded a severe, known risk of substantial damage to the Customer's primary systems.

Exclusion of Slight Negligence: Any liability of ASAPIO for slight or ordinary negligence is entirely, unconditionally, and comprehensively excluded.

Consequential and Economic Damages: 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 loss of profits, loss of revenue, business interruption, loss of data, or incorrect procurement/purchasing decisions, arising out of or in connection with the use or performance of the Application.

Fraudulent Concealment Exception: Except in cases of fraudulent concealment of a defect as prescribed by Section 600 BGB (or Section 524 BGB in the case of a donation), any further warranty or liability for defects is strictly excluded.

Maximum Aggregate Liability: To the extent the statutory liability privileges for gratuitous contracts under German law (Sections 599 and 600 BGB for a loan for use, or Sections 521 and 524 BGB for a donation) are not given full effect by a competent court or under any other applicable mandatory law, ASAPIO's total aggregate liability arising out of or in connection with this Agreement and the Application shall not exceed 100,00 EUR, it being acknowledged that the Application is supplied free of charge. Nothing in this Section 5 excludes or limits any liability that cannot be excluded or limited under applicable mandatory law.

6. Intellectual Property Rights

ASAPIO (or its licensors) retains all rights, title, and interest in and to ASAPIO Spend Lens, including all intellectual property rights, source code, design elements, algorithms, copyrights, and trademarks. No ownership rights are transferred to the Customer under this Agreement. For further information on intellectual property and legal notices, the Customer may consult asapio.com/legal-notes.

7. 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 in the Third-Party Notices document. To the extent required by applicable law or by such licenses, those open-source license terms apply to the respective components and prevail solely for those components in case of conflict with this Agreement.

SAP-provided proprietary components and any other proprietary third-party components are governed by the applicable proprietary license terms of their respective licensors, including applicable SAP platform and cloud service terms. Nothing in this Agreement grants rights beyond those terms.

Provider may update the Third-Party Notices document for new releases, patches, and dependency updates without requiring a formal amendment, provided such update does not reduce Customer's license rights to the Software under this Agreement.

8. Exclusion of Support and Maintenance

Because ASAPIO Spend Lens is provided free of charge, ASAPIO is under no legal obligation to provide maintenance, technical support, updates, patches, or upgrades for the Application. Any support or updates provided by ASAPIO shall be at its sole discretion.

9. Term and Termination

Term: This Agreement is effective upon installation or use of ASAPIO Spend Lens and remains in effect until terminated by either party.

Termination: Either party may terminate this Agreement at any time without cause. The Customer may terminate this Agreement at any time by uninstalling and permanently deleting all copies of the Application from their systems. ASAPIO may terminate this Agreement at any time with immediate effect, including if the Customer violates any term of this Agreement or if ASAPIO decides to discontinue the free distribution of the Application. ASAPIO shall notify the Customer of termination by written notice sent to the email address provided by the Customer upon installation or registration, or to such other address as the Customer has designated



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in writing. In cases of termination for cause (breach of this Agreement), termination shall take effect immediately upon dispatch of such notice. In cases of termination without cause, ASAPIO shall provide at least fourteen (14) days' prior written notice.

Survival: Sections 4, 5, 6, 7, 10, 11, 12, 14 and 15 shall survive any termination of this Agreement.

10. Governing Law and Exclusive Jurisdiction

Governing Law: This Agreement, including its interpretation and any disputes arising out of or in connection with it, shall be governed exclusively by, and construed in accordance with, the laws of the **Federal Republic of Germany**, excluding its conflict of laws provisions and explicitly excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Exclusive Venue/Jurisdiction: If the Customer is a merchant, a legal entity under public law, or has no general place of jurisdiction in Germany (including US-based and international corporate entities), the exclusive place of jurisdiction for all legal disputes arising out of or in connection with this Agreement shall be the courts competent for the location of **ASAPIO's registered office in Munich, Germany** (District Court of Munich).

11. Severability Clause

Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the validity, legality, and enforceability of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision that comes closest to the original commercial and legal intent of the parties.

12. Data Protection and Privacy (GDPR)

No Transmission of Personal Data to ASAPIO: ASAPIO Spend Lens operates exclusively within the Customer's own SAP BTP environment and does not transmit, transfer, or otherwise communicate any business data, personal data, or SAP data to ASAPIO or any third-party server operated by ASAPIO. ASAPIO does not receive, process, or store any data from the Customer's SAP systems as a result of the Customer's use of the Application. The Application is a single-tenant application delivered as a file and deployed exclusively within the Customer's own (Customer-hosted or Customer-owned) SAP BTP environment; ASAPIO operates no SAP BTP subaccount, server, or hosted environment of its own, and ASAPIO has no technical access to the Application as deployed or to any data it processes.

Customer's Responsibility as Data Controller: To the extent that any personal data (as defined under Regulation (EU) 2016/679, "GDPR") is processed by the Application within the Customer's own environment (for example, employee names or user identifiers present in SAP records), the Customer acts as the sole data controller and is solely responsible for ensuring that such processing complies with applicable data protection law, including the GDPR. ASAPIO acts neither as data controller nor as data processor in relation to any such data.

No Data Processing Agreement Required: Because ASAPIO does not process any personal data on behalf of the Customer, no Data Processing Agreement (Auftragsverarbeitungsvertrag) pursuant to Article 28 GDPR is required between the parties in connection with the use of this Application. Should ASAPIO's technical architecture change in a manner that involves processing of personal data on behalf of the Customer, ASAPIO will notify the Customer and the parties shall enter into an appropriate data processing agreement prior to such processing commencing.

13. Agreement Version and Effective Date

This Agreement is Version 1.0, effective as of June 11, 2026. ASAPIO reserves the right to update or amend this Agreement at any time. The current version will be made available at asapio.com/legal-notes. Continued use of the Application following notification of an updated Agreement constitutes acceptance of the revised terms. If the Customer does not agree to any amended terms, the Customer must cease using the Application and uninstall it.

14. Indemnification by Customer

The Customer shall indemnify, defend, and hold harmless ASAPIO, its affiliates, and their respective directors, officers, employees, and agents from and against any and all third-party claims, demands, actions, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (i) the Customer's installation, configuration, or use of the Application; (ii) the Customer's breach of this Agreement or violation of applicable law; (iii) the accuracy, completeness, or lawful processing of any data within the Customer's own SAP or IT environment, including the Customer's obligations as data controller under Section 11; or (iv) any business, financial, procurement, or compliance decision taken by the Customer in reliance on data displayed by the Application. This Section 13 shall survive any termination of this Agreement.

15. General Provisions

(a) Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the Application and supersedes all prior or contemporaneous understandings, communications, representations, or agreements, whether written or oral. Any general terms and conditions of the Customer shall not apply, even if ASAPIO does not expressly object to them.



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(b) No Oral Amendments: Save for ASAPIO's right to update this Agreement as set out in Section 12, no modification of this Agreement proposed by the Customer shall be effective unless made in writing and accepted by ASAPIO. This requirement also applies to any waiver of the written-form requirement itself.

(c) Assignment: The Customer may not assign or transfer this Agreement, or any rights or obligations under it, in whole or in part, without ASAPIO's prior written consent. ASAPIO may assign or transfer this Agreement to an affiliate or in connection with a merger, reorganization, or sale of all or substantially all of its assets.

(d) Export Control and Sanctions: 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 its use of the Application, and shall not use or make the Application available in violation of any such laws.

(e) Feedback: If the Customer provides ASAPIO with any suggestions, feedback, or proposals regarding the Application, the Customer grants ASAPIO a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, and exploit such feedback for any purpose without obligation or compensation to the Customer.

(f) Relationship with SAP and Third-Party Platforms: SAP SE and its affiliates, on whose SAP BTP the Customer deploys and operates ASAPIO Spend Lens, are not a party to this Agreement and assume no obligations or liability under it. The Customer is solely responsible for procuring and maintaining a valid license to, and a properly configured and supported instance of, the SAP environment required to deploy and run the Application. The Customer's access to and use of that SAP environment is governed exclusively by the Customer's separate agreement(s) with SAP, and nothing in this Agreement grants the Customer any rights in or to SAP software or services. ASAPIO is not responsible for the availability, security, configuration, or compliance of the Customer's SAP environment, nor for any sanctions, export-control, or eligibility screening performed or not performed by SAP in connection with the Customer's SAP license.

