

## §1 VALIDITY

- (1) The following terms and conditions shall apply conclusively to Software provided by ASAPIO GmbH & Co. KG ('ASAPIO') to the Licensee for evaluation purposes, unless otherwise expressly agreed in writing.
- (2) 'Software'. Software, components and program code produced by ASAPIO, marketed as "ASAPIO Integration Add-on".
- (3) Amendments, supplements and declarations to any contracts and terms must be made in writing.

## §2 CONTRACT TERM AND TERMINATION

- (1) Download of the Software or any other written acceptance of these terms by Licensee forms a contract between ASAPIO and Licensee under these terms.
- (2) The effective date of the contract is the earlier of either the date when the Licensee downloaded the Software or the date when they accepted these terms by other means.
- (3) The term of the contract is stated in the order form (the 'Evaluation Period'), starting from the effective date of the contract.
- (4) Licensee may terminate the evaluation at any time, with written notice.
- (5) 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. If an event of force majeure lasts longer than one (1) month, both parties shall be entitled to terminate the contract for cause. In this case, there shall be no claims for compensation or damages.

## §3 RIGHTS OF USE

- (1) During the contract term, ASAPIO grants the Licensee a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable right of use for Licensee's own evaluation purposes, for the Software.
- (2) The Software may only be installed in SAP development and test environments and not be used commercially/productively.
- (3) Non-licensed use. Licensee agrees, to not use the Software beyond Evaluation Period, and will confirm the deletion of the Software in writing, within fourteen (14) days. Licensee agrees to notify ASAPIO about any non-licensed use or license overuse, within fourteen (14) days from occurrence, in writing. Licensee will accept the invoicing of any due additional subscription fees, based on ASAPIO's then-current pricelist and terms for subscription of the Software.

## §4 INTELLECTUAL PROPERTY

- (1) Intellectual property rights, ownership rights, copyrights, ancillary copyrights and distribution rights for Software and code delivered or developed by ASAPIO shall remain exclusively with ASAPIO.
- (2) Licensee agrees to not disclose the Software or its code to any third party without the written permission of ASAPIO.

## §5 LICENSEE OBLIGATIONS

Licensee shall perform backups of affected systems, on a regular basis, especially prior to the installation and commissioning of Software or updates thereof.

## §6 INFRINGEMENTS OF PROPERTY RIGHTS

- (1) ASAPIO shall indemnify the Licensee at its own expense against all claims of third parties arising from infringements of property rights for which ASAPIO is responsible. The Licensee shall inform ASAPIO without undue delay of the claims asserted by third parties. If the Licensee does not inform ASAPIO immediately 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 Licensee, at its option and at its own expense either make changes with regard to the affected performance after prior consultation with the Licensee which ensure that there is no longer any infringement of property rights or acquire the necessary rights of use for the Licensee.

## §7 WARRANTY

ASAPIO provides the Software, including any documentation that may accompany it, to Licensee on an "as is" basis. ASAPIO makes no warranty of any kind, whether express, implied, or statutory, including without limitation the implied warranties of merchantability or fitness for a particular purpose. ASAPIO does not warrant that the Software will operate in combinations other than as specified in any accompanying documentation.

## §8 LIABILITY

- (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 Licensee 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) Where liability limitation is permitted by law, liability shall be limited to the value of USD \$5,000.
- (4) Contributory negligence of Licensee may be asserted.
- (5) If the liability for 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 after one (1) year.

## §9 JURISDICTION

- (1) These Terms and any contract referring to them shall in all respects be governed by the laws of Germany.
- (2) To the extent permitted by law, Munich is agreed as the place of jurisdiction for all disputes.

## §10 DATA PRIVACY

Contracts with ASAPIO are always subject to the GDPR. By entering into the contractual relationship, the data privacy information of ASAPIO is accepted, which can be found at <https://asapio.com/terms/>.

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