

## SUBSCRIPTION LICENSE TERMS

### VERSION: AUGUST 1ST, 2023

#### §1 VALIDITY

- (1) These terms and conditions shall apply conclusively to the lease ("Subscription") of ASAPIO software ("Software") and related consulting services ("Services"), provided by ASAPIO GmbH & Co. KG ("ASAPIO") towards the customer, unless expressly agreed otherwise.
- (2) 'Services'. Services shall in particular include application consulting, implementation consulting, support services, training services as well as all other services agreed upon with reference to these Terms and Conditions.
- (3) 'Software'. Software and program code produced by ASAPIO and offered as standard software.
- (4) Amendments, supplements and declarations to any contracts and terms must be made in writing.

#### §2 RIGHTS OF USE AND INTELLECTUAL PROPERTY

- (1) ASAPIO grants the Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable right for its own purposes, limited to the licensed extent, during the subscription period.
- (2) Customer may not sell, give away, lend or sublet the Software.
- (3) Intellectual property rights, ownership rights, copyrights, ancillary copyrights and distribution rights to software and code supplied or developed by ASAPIO remain exclusively with ASAPIO.
- (4) Customer agrees to notify ASAPIO about any non-licensed use or license overuse, within fourteen (14) days from occurrence, in writing. Customer will accept the invoicing of any due additional subscription fees.

#### §3 CONTRACT TERM AND TERMINATION

- (1) The contract term is stated in the respective individual quotation or contract.
- (2) Unless otherwise agreed in the order form / an individual contract for Software for lease ('Subscription'),
  - a. the contract term is indefinite, with a minimum duration of one (1) year;
  - b. The contract can be terminated in writing with a notice period of three (3) months. Termination for cause shall remain unaffected;
  - c. Unless terminated, the contract shall be extended by one (1) year each.

- (3) After termination of a contract for Software for lease ('Subscription'), the customer shall cease use and uninstall the software. Upon ASAPIO's request, the customer shall confirm the fulfillment of these obligations in writing.
- (4) If Services or Subscription licenses are agreed with a fixed term, premature termination shall only be possible for good cause and with the consent of ASAPIO.
- (5) Any termination notice requires to be in writing.
- (6) 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.

#### §4 CUSTOMER OBLIGATIONS TO COOPERATE

- (1) Before leasing the Software, the Customer shall ascertain the suitability of the Software for its specific purpose by provided product information.
- (2) The Customer shall support ASAPIO free of charge in the delivery of Services. He 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 service on the part of the Customer.
- (3) The Customer shall perform backups on a regular basis, especially prior to the installation and commissioning of software or updates thereof.
- (4) Additional costs, delays and other disadvantages resulting from a breach of the Customer's duty to cooperate shall be borne by the Customer.

## §5 SUBSCRIPTION FEES

- (1) Subscription fees include:
  - a. the right of use as defined in §2, for the ASAPIO software components, and to the extent ordered;
  - b. documentation on installation and configuration of the Software (on-line documentation);
  - c. support Services according to Annex A herein;
  - d. training and consulting services, to the extent as included in pricing scheme and/or to the extent ordered.
- (2) Definition of '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.
- (3) Definition of 'Object(s)': Total number of configured input and output objects, as registered in the customizing tables /ASDEV/AMR\_OBJ and /ASDEV/AMR\_OBJ\_I, for each connector and 'System', including custom connectors.
- (4) Definition of 'Connector(s)': Total number of unique ASAPIO Connector components installed on "System(s)".

## §6 TERMS OF PAYMENT

- (1) Unless agreed otherwise, invoices will be issued prior to the start of the first contract term and the start of each renewal term.
- (2) Due date: invoices shall be due upon invoicing by ASAPIO. All prices are exclusive of the applicable VAT and any other applicable taxes, duties and fees.
- (3) Payment term is 30 days net.
- (4) Cash discounts are not granted.
- (5) Set-off, right of retention: The Customer shall only be entitled to set-off or to assert rights of retention if its counterclaim has been legally established or acknowledged by ASAPIO in writing.

## §7 SOFTWARE DELIVERY

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

## §8 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 ASAPIO documentation regarding any technical requirements.

## §9 TRAINING AND CONSULTING SERVICES

If training and consulting services are included in pricing scheme or ordered additionally, the following additional terms apply:

- (1) Scope for training session: A session of up to four (4) hours, covering installation, connectivity set-up and configuration of the ASAPIO solutions, demonstrated on an ASAPIO demo landscape.
- (2) Scope for consulting day: A days of up to eight (8) hours, e. g. to support during use-case configuration, Q+A, design support.
- (3) Training or consulting days are to be requested with a support ticket (service request). Please allow a time window of up to four (4) weeks for scheduling the sessions.
- (4) ASAPIO Support business hours apply for trainings and consulting days.
- (5) Remote delivery only, using common remote working tools (e. g. Microsoft Teams)
- (6) Unused training or consulting budget is not paid out and not transferred to the following period.

## §10 INFRINGEMENTS OF PROPERTY RIGHTS

- (1) ASAPIO shall indemnify the Customer at its own expense against all claims of third parties arising from infringements 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 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 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.

## §11 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.
- (2) ASAPIO shall provide and maintain the Software in a condition suitable for use in accordance with the

contract. 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 of the IT environment, in particular change of the SAP systems required, if any, adaptation to the functional scope of competing products or establishment of compatibility to new interfaces and data formats.

- (3) Notification of defects. Defects must be notified by the Customer to ASAPIO in writing immediately after discovery via the agreed contact channels (e.g. support portal or e-mail). The notification must contain a description of the defect. Upon request, the Customer shall provide ASAPIO to a reasonable extent with documents and information required by ASAPIO to assess and remedy the defect.
- (4) Elimination of defects. Defects shall be remedied by way of subsequent performance at ASAPIO's own discretion temporarily by a workaround, finally by remedying the defect or correction (e.g. bug fix or update) or by a replacement item. If the defect cannot be remedied within a reasonable period, in this case the workaround shall have the effect of extending the period, or if the subsequent performance is to be regarded as having failed for other reasons, the Customer may withdraw from the contract or reduce the remuneration if the statutory requirements are met. In the event of withdrawal from the contract, the Customer shall be obligated to compensate ASAPIO for the value of the use on a pro rata basis of 1/12 of the fees per started month of use prior to notification of the defect.
- (5) Exclusion of liability for defects. The liability for defects shall not apply if the Customer makes any modification or alteration of works/deliverables or Software not authorized 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.
- (6) Known bugs. ASAPIO informs about the current status of known errors ('bugs') on a website. These are fixed continuously and do not represent a defect at delivery.
- (7) Exclusion of liability for defects for Services or Software free of charge. To the extent permitted by law, liability for defects shall not apply to Services or Software provided by ASAPIO free of charge (e.g. evaluation licenses, free content packages, code samples).

## **§12 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 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 value of the contract for the twelve (12) months preceding the occurrence of a loss.
- (4) Contributory negligence of Customer 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.

## **§13 SUBCONTRACTOR**

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

## **§14 JURISDICTION**

- (1) These Terms and Conditions and any contract with ASAPIO 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.

## **§15 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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ANNEX A. – SUPPORT TERMS

DEFINITIONS:

**RESPONSE TIME:** The time period between the first contact with ASAPIO support and the response from a support technician confirming receipt of the support request.

**Resolution Time:** The period between receiving the support request (including error description and access to the SAP system) and providing the customer with a proposed solution.

**Severity 1:** A critical error in a production system, the ASAPIO software cannot be used. There is no known workaround.

**Severity 2:** An error that is either a critical error for which a workaround exists or a non-critical error that significantly affects the functionality of the ASAPIO software.

**Severity 3:** An isolated or uncritical error that does not significantly affect the functionality of the ASAPIO software. Only certain insignificant functions are affected.

**SLA:** percentage of support requests processed within response or resolution times, per contract year.

§1 SCOPE OF SUPPORT SERVICES

**Corrections:** ASAPIO will provide program code corrections for the licensed ASAPIO software and components.

**Updates:** ASAPIO may, at its sole discretion, provide enhancements and functional improvements in new software releases. Customer has the right to receive and use these software releases.

The installation of the corrections and updates is not included in the scope of services.

§2 SUPPORTED SOFTWARE

**Software:** ASAPIO Integration Add-on and components.

**Supported versions:** Software versions are supported for up to two (2) years from the date of their release if newer versions were released.

§3 MEANS OF CONTACT

Possible contact channels for support requests are:

**Ticket system:** <https://support.asapio.com>

**E-mail:** [aci.support@asapio.com](mailto:aci.support@asapio.com)

Regardless of how the support request was reported, a ticket will be created in the ASAPIO ticket system.

Answers from the ticket system will be sent by e-mail to the creator of the support request.

Answers from the ticket system can be answered by e-mail.

It is not necessary to register with the ticket system. After registration in the ticket system, the progress of the support request can be tracked by the customer using the received ticket reference.

§4 LANGUAGE

The support is provided in English. The customer can also create support requests in German, the answers will be in English.

§5 ACCESS TO SAP SYSTEMS

If requested from ASAPIO for a support request, the customer will provide system access (via common remote connection techniques) and all required users and authorizations on the affected SAP system, free of charge.

§6 SUPPORT PARTNERS

The Customer agrees that ASAPIO may use subcontractors for the provision of support services.

§7 SERVICE HOURS

**Business Days:** Monday to Friday, except for German public holidays.

**Business Hours:** 9am to 5pm, CET/CEST.

§8 RESPONSE AND RESOLUTION TIMES

Severity (ticket priority)	Response time (business days)	Resolution time (business days)	SLA (% within times)
1 (High)	1	3	90%
2 (Medium)	2	5	90%
3 (Low)	5	10	90%

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