VERSION: JANUARY 1ST, 2024

§1 SCOPE OF SUPPORT SERVICES

During the subscription contract term, ASAPIO provides the following Support Services:

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.

(1) Correction of defects: ASAPIO will provide program code corrections for the licensed ASAPIO software and components.

(2) 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 in scope.

§2 SUPPORTED SOFTWARE

(1) Software: ASAPIO Integration Add-on and components, to the extent licensed.

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

§3 NOTIFICATION OF DEFECTS

(1) 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.

(2) Possible contact channels to ASAPIO for support requests are:

    a. Ticket system: https://support.asapio.com

    b. E-mail: aci.support@asapio.com

(3) Use of ticket system: 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. The progress of the support request can be tracked by the customer using the received ticket reference.

§4 ELIMINATION OF DEFECTS.

(1) 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.

(2) 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 withdraw from the contract or reduce the remuneration if the statutory requirements are met.

(3) 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.

(4) Exclusion of liability for defects: The liability for defects shall not apply if the Customer makes any modification or alteration of 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.

(5) Known bugs. ASAPIO informs about the current status of known errors ('bugs') on the ASAPIO Support website. These are fixed continuously and do not represent a defect at delivery.

§5 LANGUAGE

The support is provided in English language.

§6 SUPPORT PARTNERS

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

§7 MISCELLANEOUS

(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) 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).

***