

§1 SCOPE OF SUPPORT SERVICES

- (1) **Correction of defects:** ASAPIO will provide program code corrections for the licensed ASAPIO software and components, to maintain the Software in a condition suitable for use.
- (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.

§2 OUT OF SCOPE

- (1) The obligation to maintain as per §1(1) 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.
- (2) The installation of any corrections and updates is not in scope.

§3 SUPPORTED SOFTWARE

- (1) **Software:** ASAPIO Integration Add-on and components, to the extent licensed.
- (2) **Supported versions:** Old Software versions are supported for up to two (2) years from the date of their release.

§4 NOTIFICATION OF DEFECTS

- (1) Customer shall use the following contact channels to ASAPIO:

Ticket system:	https://support.asapio.com
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- (2) Defect notifications shall contain a description of the defect. The Customer shall provide ASAPIO with documents and information required by ASAPIO to assess and remedy the defect to a reasonable extent.
- (3) Customer agrees that ASAPIO uses third party ticket management systems, which may be subject to separate terms and conditions.
- (4) 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.

§5 ELIMINATION OF DEFECTS

- (1) 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.
- (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 remain obligated to compensate ASAPIO for the value of the use on a pro rata basis of 1/12 of the yearly fees per started month of use prior to notification of the defect. Fees already paid in excess will be refunded by ASAPIO.
- (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 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.

§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 SLA

Support Hour Model:	10/5	
Language:	English	
Initial Response Time:	Severity 1:	4 hours
	Severity 2:	8 hours
	Severity 3:	5 days
Support Hours:	8:00 (8am) to 18:00 (6pm) CET	
	Business days: Monday to Friday, excluding German public holidays.	

Initial Response Time: Average target period between the notification of a defect and the response from a support technician, within Support Hours.

§8 SEVERITY LEVEL

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.

§9 SUPPORT PARTNERS

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

§10 MISCELLANEOUS

- (1) These support terms replace all previous support terms, unless otherwise agreed.
- (2) Technical data, specifications, and performance data in public statements, e.g. 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.
- (3) 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).
