SUBSCRIPTION LICENSE TERMS
Version: August 21st, 2025

§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 providing Party ("Provider", e.g. ASAPIO or a Reseller) towards the customer, unless expressly agreed otherwise.

(2) 'Services'. Services shall include application consulting, implementation consulting, support services, training services as well as all other services agreed upon with reference to these Terms.

(3) 'Software'. Software and program code produced by ASAPIO GmbH ("ASAPIO"), Landsberger Str. 400, 81241 München, 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) Provider 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 Provider 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 agreed in the individual contract with Provider.

(2) Minimum contract term duration is 12 months.

(3) After termination of a contract for Software for lease ('Subscription'), the customer shall cease use and uninstall the software. Upon Provider'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 Provider.

(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 Provider and 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. Support Services according to ASAPIO Enterprise Support terms, available at https://asapio.com/terms/.
   c. Training and consulting services, to the extent 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 /ASADEV/AMR_OBJ and /ASADEV/AMR_OB_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

The terms of payment are agreed in the individual contract with Provider.

§7 SOFTWARE DELIVERY

The customer sends the SAP installation number(s) to Provider or 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 product documentation regarding technical requirements.

§9 SERVICES

If Services are included in pricing scheme or ordered additionally, the following additional terms apply:

(1) ASAPIO Support Business Hours apply, Monday to Friday, excluding German public holidays, between 8:00 (8am) and 18:00 (6pm) CET.

(2) Remote delivery only, using common remote working tools (e. g. Microsoft Teams)

(3) 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 infringement 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.

(3) 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 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.

(4) 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.

(5) 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.

(6) 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.

(7) In the event of withdrawal from the contract, the Customer shall remain obligated to compensate Provider 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 Provider.

(8) 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.

(9) 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.

(10) 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 free of charge (e.g. evaluation licenses, free content packages, code samples).

§12 LIABILITY OF ASAPIO

(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 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 uses 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 subject to GDPR. By entering into the contractual relationship, the data privacy information of ASAPIO is applied, which can be found at https://asapio.com/data-privacy/.

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