

End User License Agreement (EULA)

Adobe Commerce Connector for SAP S/4HANA

Licensor: TechDivision GmbH, An der Alten Spinnerei 2 a, D-83059 Kolbermoor, Germany

By using the TechDivision Adobe Commerce Connector for SAP S/4HANA you agree to the following license conditions:

TechDivision has developed an Adobe Commerce Connector for SAP S/4HANA (hereinafter referred to as SAP-Connector), which enables the user to connect entities such as order, customer, product between SAP S/4HANA and Adobe Commerce via Adobe App Builder. The use of the software is reserved exclusively for entrepreneurs within the sense of Section 14 BGB (German Civil Code).

1. Software License

TechDivision **grants** the customer for the SAP-Connector (**software**) a non-exclusive, worldwide license to use the software including source code and the installation/configuration documentation (**documentation**) for its own purposes for the duration of the currently valid license agreement. This includes the customer's right to **translate, adapt, alter, transform, modify or arrange** the software at its own discretion in any way and to use the modified software in the same way as the original version.

2. Extent of the license

- 2.1. The customer is entitled to install and use the software for the duration of the currently valid license agreement worldwide on one (1) individual Adobe Commerce live instance.
- 2.2. The rights of use are restricted to the **current version** at the time of download and do not include any future versions or updates of the software.
- 2.3. The use is limited to the customer's own purposes, i.e. only the customer, his employees or authorized third parties (e.g. web agency) may have access to the software. **Sublicensing** to third parties or leasing or any other access for third parties (PaaS, SaaS, etc.) or any use for the benefit of third parties (e.g. outsourcing) is **excluded** and requires a separate license.

3. Pricing (Free-of-charge)

The use of this software is free of charge until further notice.

4. Term, Termination

The agreement shall run for an indefinite period of time and can be terminated by either party with one (1) month written notice at least via email. If TechDivision ceases to offer the software as a free version in the future, all license agreements for the free version shall be terminated with immediate effect. In case of termination the customer shall refrain from using the software immediately or acquire a valid license for further usage.



5. Technical Support

The customer may receive **paid technical support** from the licensor via email or chat (if necessary with callback service) by the licensor. The licensor is not obliged to provide support.

6. Documentation

The customer is supplied with a service and functions description/technical documentation in electronic form with the software, which is accessible under <https://github.com/techdivision/sap-s4hana-connector-doc/blob/main/README.md> at any time. The delivery of a documentation largely corresponding to the current software version at the time of delivery shall be deemed sufficient and the services or functions listed therein shall be deemed the agreed specifications of the software.

7. Limitation of liability

- 7.1. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
- 7.2. All aforementioned limitations of liability shall also apply to any liability of TechDivision's members, managers, officers, employees and/or agents.

8. Final clauses

- 8.1. This agreement is concluded without inclusion of any General Terms and Conditions (GTC) - neither of the customer nor of TechDivision. The same applies to the application of similar terms and conditions such as terms and conditions of purchase, logistics terms and conditions or any other pre-formulated contractual terms and conditions.
- 8.2. All changes or amendments to this agreement must be made in writing to be effective. This also applies to the waiver of this written form requirement itself. To comply with the form, it is sufficient to transmit a signed document as a scan by email or an electronic signature by using a signature software (e.g. Adobe Sign). This clause does not apply to terminations of this agreement which can be according to section 4.
- 8.3. Oral ancillary agreements do not exist at the time of the conclusion of the agreement.
- 8.4. Should individual provisions of this agreement or parts thereof be or become invalid, this shall not affect the validity of the remaining provisions or parts thereof. The parties mutually undertake to renegotiate the invalid provision and to work out a solution that comes as close as possible to the economic purpose intended by the parties. The same shall apply in the event of a loophole. If the parties cannot agree, the statutory provision shall apply.
- 8.5. The place of jurisdiction for all disputes arising from and/or in connection with this agreement is the competent court at the registered office of TechDivision. TechDivision may also choose at its sole discretion to file suit at the customer's general place of jurisdiction.
- 8.6. This agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding choice of law clauses and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

*******End of License Agreement*******

