

The following provisions apply to all supplies, services and offers of LucaNet AG (hereinafter "LucaNet"). They also apply to all future supplies, services or offers even if not expressly agreed again. Deviating, conflicting or additional general conditions of business of the Customer will not be part of the contract unless LucaNet agrees to them expressly in writing.

## 1 Software License

The licensing of Software occurs in accordance with the following provisions.

### 1.1 Supply and License Subject Matter

1. LucaNet provides the Customer with the software components specified in Sec. 1 of the Offer Sheet in the object code including the documentation electronically accessible in the software (together also referred to as "Software") as well as the relevant license activation files in each case. The supply of the software takes place by the Customer downloading the software itself from the website [www.lucanet.com](http://www.lucanet.com). LucaNet will send the Customer the license file by e-mail.
2. The contractual properties of the Software are shown exclusively in the specification attached to the Offer Sheet unless additional provisions on the properties of the Software are otherwise provided in the Offer Sheet and the order.

### 1.2 User Rights

1. LucaNet grants the Customer a non-exclusive right to use the Software specified in Sec. 1 of the Offer Sheet unlimited in time. This grant of user rights is subject to the condition precedent of full payment of the purchase price. The permitted use includes the installation of the Software, loading in the working memory and the use by the Customer in accordance with the regulations and restrictions in this Section II.
2. The Software consists of a server component and a client component. The Customer may install the server component on the number of servers specified in the Offer Sheet. Further, the Customer may install the Software only for the number of named natural persons shown in the Offer Sheet (hereinafter "Users") (Client Access License – "CAL"). The installation of Users takes place through the user management of the Software. The Users only have the limited user rights specified in the Offer Sheet (e.g. read- or write permissions).
3. The Customer may employ the Software only for the purpose of processing its internal business matters. In addition, the Customer may also employ the Software for processing internal business matters of the number of Group Companies listed in the Order Sheet. The Customer in that case has the right, within the framework of the licensed user contingent, to also install Users for the Group Companies stated in sent. 2. "Group Companies" in the meaning of this provision are all companies affiliated to the Customer in the meaning of § 15 German Stock Corporation Act.  
If the Customer has acquired a license described as a "Consulting Licence", in deviation from the restrictions in this para. 3, the Customer may not use the Software for dealing with internal business matters but exclusively for the provision of consulting services to third parties.
4. The Customer may not lease the Software or sub-license it in any other manner, pass it on by wire or wireless publicly or make it accessible and may not provide it to third parties (e.g. by way of application service providing or as software as a service). The assignment of user rights to third parties requires the prior written consent of LucaNet, which will not refuse this consent inequitably.
5. The Customer may not change, translate, re-engineer or disassemble the Software or alter any protection notices of any kind contained therein. If the Software has interfaces to third-party software, § 69e German Copyright Act applies. In that case, the Customer must, prior to the decompiling, request the information from LucaNet necessary for establishing inter-operability.
6. Serial numbers as well as other programme identification marks may not be removed from the Software or

changed.

7. The Customer undertakes to completely delete the Software stored on any machine-readable data carrier or data processing appliances prior to their destruction, sale or passing on in any other manner. The Customer is liable for all losses incurred by LucaNet or its suppliers due to non-compliance with this obligation.
8. In the event that the contractual agreement about the license purchase is ended, irrespective of the legal ground therefore, all rights revert to LucaNet without further assignment.

## 1.3 Remuneration

The remuneration for the acquisition and licensing of the Software is shown in the Offer Sheet.

## 1.4 Warranties

1. LucaNet warrants the contractual properties and also that the Customer can use the Software without infringement of third-party rights.
2. LucaNet is, in the case of material defect, firstly entitled to provide an improvement i.e. at its own discretion to remedy the defect (repair), or replacement. In the course of replacement, the Customer will accept any new version of the Software unless this leads to unreasonable adverse effects. The Customer must, with regard to a defect, accept at least three efforts at repair. In the case of defects of title, LucaNet will, at its discretion, ensure that the Customer has the possibility to use the Software without legal objection or so modify the Software that third-party rights are no longer infringed.
3. LucaNet is entitled to perform the repair in the premises of the Customer. LucaNet also satisfies its obligation to repair by providing updates which include an automated installation routine or by showing the Customer reasonable circumvention possibilities in order to avoid the effects of the defect.
4. With the exception of compensation claims, warranty claims are limited to one year. The limitation period begins with the receipt of the license activation file by the Customer.

## 1.5 LucaNet.ETL

1. The expense for the implementation of interfaces for extraction, transformation and loading of data from previous systems (hereinafter "ETL Converter") and training at the Customer will be invoiced separately. The provisions regarding the grant of rights (A.II. above) also apply to ETL Converters developed by LucaNet.
2. If an ETL Converter is developed at the request of the Customer, the Customer is also liable, apart from the agreed consideration for the development of the ETL Converter, for expenses, travelling expenses and other outlay to third parties incurred in the course of the development.
3. If the Customer uses the ETL Converters developed by LucaNet in a manner where neither the Source nor the target of the conversion process is a LucaNet product, the Customer has to pay the additional consideration specified in the Offer Sheet.

## 1.6 Hardware Requirements

The Customer is responsible for providing adequate computer and network capacity for the intended use of the Software. Infosheets prepared by LucaNet about the requirements for Software are of only an informative character and provide only rough indications for the sizing of the hardware.

## 2 Support Services of LucaNet

### 2.1 Provision of Services

The Customer can request additional support services from LucaNet (e.g. consultation, training and/or customising). These services are charged in accordance with the time actually spent. In case the Offer Sheet does not contain any daily or hourly rates, the general prices of LucaNet at the relevant time apply.

### 2.2 Cooperation of the Customer

The Customer will cooperate to the best of its ability with LucaNet in the provision of support services. In particular, the Customer will provide LucaNet with complete and correct relevant information and, insofar as necessary, also explain this. This includes in particular, historical data, the relevant annual or group accounts and other relevant information for the preparation of annual and group accounts. This also includes all relevant data for the creation of the desired ETL processes.

### 2.3 Remuneration

1. The rates of remuneration for the support services of LucaNet are shown in the relevant Offer Sheet.
2. The Customer has the right to cancel training ordered at any time. In the case of cancellation up to six working days prior to the beginning of the first intended date of the training, 50% of the total agreed remuneration for the training will be charged. In the case of cancellation up to three days prior to the beginning of the first date for the training, 100% of the total agreed remuneration for the training will be charged.

## 3 Maintenance and Hotline

For the maintenance and hotline service package, the following provisions apply.

### 3.1 Scope of Services

1. Under the maintenance and hotline service package, LucaNet will further develop the Software, remedy errors and provide the Customer regularly with new versions of the Software (minor and major releases). New versions of the Software will be provided exclusively electronically. The Customer undertakes to install and use the up-to-date version of the Software. The subject-matter of the software maintenance is always the up-to-date version of the Software licensed to the Customer including any successive extension of the license inventories. The Customer can terminate the maintenance and hotline service package only as a whole. Partial terminations are not admissible.
2. In addition, LucaNet provides the Customer with a telephone hotline for technical and application-specific questions from Monday to Friday (excluding national public holidays) from 9:00 to 17:00 hours. General management consultancy or basic training of users is not part of the telephone hotline.
3. As far as ETL Converters developed by LucaNet are concerned, LucaNet will endeavour to adjust the ETL Converters to future versions of other IT systems if it is an ETL Converter to standard software in its standard configuration. Since the other IT system is outside the sphere of influence of LucaNet, proper interaction of the ETL Converter with future versions of other IT systems cannot be guaranteed. The expenses, travelling expenses and other outlay to third parties arising in the course of adjustment of the ETL Converter to new versions of other IT systems shall be borne by the Customer.

## 3.2 User Rights

The Customer is granted the same user rights granted to it under the license conditions in connection with the Offer Sheet to the software elements created and supplied by LucaNet in the course of the maintenance and hotline service package in each case with the supply of the individual software element.

## 3.3 Remuneration

1. LucaNet charges monthly remuneration for the maintenance and hotline service package, the amount of which is shown in the relevant Offer Sheet. If the Customer licenses additional Software (e.g. additional modules, users or companies), the remuneration shall increase accordingly and will be adjusted from the following month according to the new calculation basis. The calculation basis is the license price of the entire Software licensed to the Customer without any discount granted and without VAT as shown in the relevant Offer Sheet. With regard to ETL-Konverter delivered to the Customer, the calculation basis of the remuneration increases by the amount specified in the Offer Sheet.
2. The remuneration is charged beginning from the month following the supply of the Software. The remuneration is payable in each case for 12 calendar months in advance.
3. The calculation basis of the remuneration increases every 12 calendar months by 3% in each case related to the most recently applicable calculation basis.

## 3.4 Term and Termination

The maintenance and hotline service package has a minimum term of 12 calendar months. The maintenance and hotline service package is extended by 12 calendar months in each case unless terminated by one of the parties by three months notice expiring at the end of the minimum term or of the extended term as the case may be.

## 4 Server Hosting

If the Customer has ordered the server hosting package, the following provisions apply.

### 4.1 Scope of Service

1. Under the server hosting service package, LucaNet provides the Customer with computer capacities on a server for the operation of server components of the Software. LucaNet enables the Customer transmission of data according to SSL-3.0 and proprietary encoded. LucaNet endeavours to achieve reasonable loading times within its own operational possibilities.
2. LucaNet will establish and maintain the connection between the server and internet and will use reliable carriers. LucaNet is responsible only up to the interface of the server provided by LucaNet to the internet.
3. LucaNet will ensure daily data backups and maintain the server regularly. The data backups will be saved in each case for 30 days. During the performance of data backups or maintenance (usually between 1:00 and 5:00 hours German time) the server is not available or only available with restrictions.
4. LucaNet will endeavour to avoid temporary interruptions in the availability of computer capacities which exclude their suitability for the contractually intended use or restrict it to a not insignificant extent but cannot completely exclude such interruption.
5. LucaNet will inform the Customer after conclusion of the contract of the access data to the data bank hosted on the server.

## 4.2 Remuneration

1. The Customer pays LucaNet for the server hosting service package a one-time installation fee and a monthly user fee. The amount of these fees is shown on the relevant Offer Sheet.
2. The obligation to pay the remuneration begins with the month following the supply of the Software, in the case of subsequent orders of the server hosting service package, with the beginning of the month following the first performance. The remuneration is payable in each case for 12 calendar months in advance.

## 4.3 Term and Termination

The server hosting service package runs for an indefinite term and can be terminated by either party by one month's notice in writing expiring at the next calendar month. For the period after the ending of the server hosting service package, user fees already paid by the Customer in advance will be reimbursed by LucaNet proportionately for the months for which the provision of service has not yet begun.

## 4.4 Responsibility of the Customer

The Customer is obliged to establish and maintain the conditions of the system for the use of the server, in particular a permanent internet connection with adequate band width.

## 4.5 Interruptions

1. In the event of an interruption of the server operation or the communication connection, the Customer will inform LucaNet thereof without delay in writing stating the effects of the interruption, the circumstances in which it arises and how it is to be graded in the view of the Customer. The Customer will support LucaNet with its best endeavours in the search for the cause of the interruption and ensure that all cooperation of the Customer or its agents necessary for the remedying of the interruption is provided in time and free of expense for LucaNet.
2. If interruptions are caused within the sphere of operation of the Customer, LucaNet is entitled to charge the Customer for the expenses thereby arising at the rates of remuneration applicable for the services.

## 5 General Conditions

### 5.1 Conclusion of Contract

All offers of LucaNet are subject to change and non-binding unless expressly marked as binding.

### 5.2 Promise of Satisfaction

If LucaNet has, in the Offer Sheet, given the Customer a promise of satisfaction, the following conditions apply to the invocation of the promise of satisfaction.

Under the promise of satisfaction, the Customer has the right to rescind the license purchase and to avail of a special termination right with regard to the maintenance and hotline and/or the service hosting services packages. The exercise of the above rights is possible only together and requires the receipt of a written declaration by LucaNet within the period stated in the Offer Sheet. If the Customer avails of its rights under the promise of satisfaction, LucaNet will refund the license price to the Customer as well as already paid fees for the maintenance and hotline and/or server hosting service packages proportionately for the time unused. Invoicing

for already provided services and expenses as well as for converters individually developed for the Customer are not affected by the promise of satisfaction. They are fully payable by the Customer.

In the event of rescission, the Customer must, without delay, return all data carriers, documentation, documents and other objects provided to it by LucaNet to LucaNet and destroy copies of Software in its possession and including the de-installation of all Software components from all its systems. In addition, the Customer will confirm without delay in writing to LucaNet compliance with these return and deletion obligations.

## 5.3 References

LucaNet is entitled to show the Customer in publications of any kind whatsoever as a reference Customer.

## 5.4 Liability

The liability of LucaNet, in particular for damages as well as claims for the reimbursement of expenses is limited as follows: LucaNet is liable without restriction in the case of intent or gross negligence, for injury to life, body or health, under the provisions of the German Product Liability Act and to the extent of any guarantee given by LucaNet. In the case of minor negligent breach of an obligation which is significant for the achievement of the purpose of the contract (fundamental obligation), the liability of LucaNet is limited to the loss foreseeable and typical according to the nature of the transaction affected. Any additional liability is excluded.

## 5.5 Miscellaneous

1. The Customer may not use the Software to process or store personal data so as to ensure that LucaNet does not accidentally processes or uses personal data of the Customer in connection with the provision of services to the Customer (in particular with regard to the "Maintenance and Hotline" and "Server Hosting" services).
2. Amendments to agreements concluded, including the general terms and conditions in this document, require textform for their validity. This also applies to changes or cancellation of this Clause.
3. LucaNet does not give the Customer any "guarantee" unless LucaNet uses the term "guarantee". If LucaNet uses the term "guarantee", a guarantee in the legal sense can only be understood if the relevant provision expressly states that this paragraph is dispensed with.
4. This agreement, the validity, construction, and interpretation of this agreement, and all aspects of the relationship between LucaNet and the Customer under this agreement, is subject to and governed by German law, excluding UN sales law and without giving effect to principles of conflicts of laws. The place of performance with respect to this agreement and all performance hereunder shall be deemed to be in the Federal Republic of Germany, and the exclusive forum and venue for all actions, suits, and other proceedings arising out of, or relating to, this agreement or performance hereunder shall be in a court of competent jurisdiction in Berlin, Germany. Each party expressly and irrevocably consents to the jurisdiction of any such court over themselves and the subject matter of any such action, suit, or proceeding.
5. If any provisions of the agreements made including these general terms and conditions are or become invalid or unenforceable, the validity of the remaining provisions shall not thereby be affected.