
1 General

"**Licensed Material**" within the meaning of these licensing conditions comprises all software products of LucaNet AG, including all components, appertaining written documentation and license activation files.

"**Licensee**" within the meaning of these licensing conditions is a legal or natural person to whom the Licensed Material is licensed.

"**Licensor**" within the meaning of these licensing conditions is LucaNet AG.

2 Utilisation right arrangements

The Licensor grants the Licensee a non-exclusive right to use the Licensed Material in accordance with the provisions set out in the licensing contract and the provisions of these licensing conditions.

The right to use the software includes an entitlement to delivery of the software and the appertaining documentation. Insofar as the Licensee requests introductory support, this is to be agreed upon separately.

Insofar as the Licensed Material is licensed to illustrate a certain number of companies, "**company**" is to be construed by way of the following definition: a company is a legally independent organisation that is affiliated with the Licensee within the meaning of the requirements of group accounting, or in which the Licensee holds an interest.

Insofar as the Licensed Material is licensed for use by a certain number of users, "**user**" is to be construed by way of the following definition: a user is a person to whom the Licensee has granted an option to use the Licensed Material. To determine how many persons use the Licensed Material, only the option of simultaneous use is relevant, not the actual simultaneous use.

Insofar as the Licensed Material is licensed for use for each workplace, "**workplace**" is to be construed by way of the following definition: a workplace is a single computer. The Licensee is entitled to install, and use, a copy of the Licensed Material on the computer. The Licensed Material may not be installed, displayed, played, divided or used simultaneously on different computers or by different computers, including a workstation, a terminal or other equipment, and access may not be gained to the software from different computers set up alongside each other.

As a general rule, the Licensed Material is licensed for each workplace unless licensing for each user and/or company is expressly agreed upon in the licensing contract.

The right to use is granted exclusively for the supplied version of the Licensed Material. There is no right of use for subsequent versions or updates. If the Licensee is granted use of subsequent versions or updates by way of a special agreement, the provisions of these licensing conditions also apply to the surrender of subsequent versions or updates - subject to other regulations specified therein.

The right of use is granted for an unlimited period of time insofar as nothing to the contrary is agreed upon in the licensing contract or in the licensing conditions.

Ordinary termination is not possible. Irrespective of other rights, the Licensor may, however, terminate the licensing contract if the Licensee does not honour the provisions of the licensing contract or the licensing conditions.

Following expiry of the right of use or termination by the Licensor, the Licensee must destroy all copies of the software and all component parts thereof and return the other licensed material to the Licensor and confirm such action in writing.

3 Assignment of the right to use

The Licensee is entitled to transfer its right of use by way of adhering to the following provisions:

- The Licensee shall stop using the Licensed Material once it has assigned it to another party.
- The Licensee shall destroy all remaining copies of the Licensed Material and all component parts thereof.
- The recipient of the assignment states that it agrees with the provisions of the licensing contract and these licensing conditions.
- The Licensee shall inform the Licensor in writing of the assignment within 30 days following the assignment by way of stating the identity of the recipient of the assignment.

The Licensor shall provide the recipient of the assignment with a license activating file adjusted in line with its identity.

The right to use may only be assigned in full. Partial assignment of the right to use is not permitted. Furthermore, the Licensee is not entitled to issue sub-licenses. The Licensee is not entitled to rent, lease and/or hire software copies either.

In the case of demonstration versions, test versions and training versions, assignment of the right to use is excluded.

4 Versions

A "**Test Version**" is Licensed Material that is licensed as a "**Test Version**". It may only be used for testing in the run up to a decision to purchase. If the decision to purchase has been made, the Licensee must either license a full version or destroy all copies of the software, including all component parts thereof, and return the remaining Licensed Material.

Use that extends above and beyond what is stated above is not permitted, and is subject to a separate, written, agreement between the Licensor and the Licensee.

The right of use for test versions may not be assigned, and runs for one month unless otherwise agreed.

"**School Version**" is the Licensed Material that is licensed as a "**School Version**". To use Licensed Material that has been licensed as a "**School Version**", the user must be a member of a recognised training facility (teachers, pupils and students).

Use is solely restricted to research and teaching activities as part of the training facility. Use that extends above and beyond what is stated above is not permitted, and is subject to a separate, written, agreement between the Licensor and the Licensee.

The right to use for School Versions may not be assigned.

"**Consulting Version**" is the Licensed Material that is licensed as a "**Consulting Version**". It contains the utilisation rights of a "**Demonstration Version**" and beyond this may be used to render services for third-parties.

In this respect, the Licensed Material may be used by own employees to illustrate companies with whom there is no indirect or direct participating interest with a

shareholding of less than 5%. Using the Licensed Material for own purposes, i.e. illustrating an own company or companies with whom the holder of the right has an indirect or direct participating interest with a shareholding in excess of 5%, is not permitted.

Use that extends above and beyond what is stated above is not permitted, and is subject to a separate, written, agreement between the Licensor and the Licensee.

The right of use for Consulting Versions may not be assigned.

"Demonstration Version" is the Licensed Material that is licensed as a **"Demonstration Version"**. It may only be used for the following purposes:

- Preparing example databases for presentations
- Carrying out presentations
- Staging workshops in the run-up to decisions to purchase

Use that extends above and beyond what is stated above is not permitted, and is subject to a separate, written, agreement between the Licensor and the Licensee.

The right of use for Demonstration Versions may not be assigned, and runs for three months unless otherwise agreed.

"Partner Version" is the Licensed Software, which is licensed as a **"Partner Version"** to a certified consultant within the meaning of the Licensor's partner programme. It may be used solely by such a certified consultant as part of its activities as implementation or distribution partner for the following purposes:

- Preparing example databases for presentations
- Carrying out presentations
- Staging workshops in the run-up to decisions to purchase
- Supporting customers who have an unrestricted version of the Licensed Material.

Use that extends above and beyond what is stated above is not permitted, and is subject to a separate, written, agreement between the Licensor and the Licensee.

The right of use may not be assigned, and applies for the period for which the certification is valid.

5 Copyrights

Subject to the granted utilisation rights, the Licensor and its suppliers retain ownership of and all rights, including copyright, further development right and marketing right, to the Licensed Material and all copies or partial copies that are made of the Licensed Material in any version, irrespective of the ownership structure of the respective machine-readable carriers, data carriers and data processing devices.

The Licensee has no right to the software source code.

The Licensee is not granted any rights to brands or service marks of the Licensor or its suppliers.

The Licensee is not entitled to alter the Licensed Material or parts thereof in any way, in particular all contained protected symbols are to be retained without alteration.

The Licensee undertakes, prior to destroying, selling or other forwarding of machine-readable recording carriers, data storage devices or data processing devices, to completely delete the Licensed Material stored therein. The Licensee shall be liable in full for all damage sustained by the Licensor or its suppliers as a result of the failure to honour this obligation.

The Licensee may not reverse-engineer, decompile or disassemble the Licensed Material insofar as such action is not necessary in exceptional cases in accordance with Section 69 of the German Copyright Act.

6 Confidentiality/data protection

The Licensor undertakes to maintain secrecy regarding all information, in particular company and business secrets of which it gains knowledge in conjunction with introducing the Licensed Material to the Licensee, and during discussions about training and consulting services, irrespective in whichever form and in whatever connection.

The Licensor undertakes to enter into appropriate secrecy agreements with the employees who render services for the Licensor in conjunction with the Licensee. The same applies to calling on the services of external consultants insofar as these are not under obligation anyway to maintain secrecy as a result of their profession.

The Licensee is not entitled, in dealings with third-parties, to make statements about the content of the software, an evaluation of the software or comparative tests it has carried out in respect of the Licensed Material without prior, written, approval by the Licensor.

The Licensee is responsible for the security of all confidential information and information in respect of ownership rights.

The Licensee is to ensure, by way of suitable measures, that the Licensed Material is used solely by authorised persons by way of adhering to all provisions of the licensing contract and the licensing conditions. The Licensee is to ensure, in particular, that no unauthorised copies of the Licensed Material or parts of the Licensed Material are made and used. The Licensee shall be liable to the Licensor in full for the damage caused as a result of unauthorised duplication or use.

The Licensee is entitled to make back-up copies of the Licensed Material.

7 Operating environment

The Licensee is to guarantee a normal operating environment (e.g. proper installation and function of the operating system, virus-free status, no faulty hardware, sufficient storage space) for the software during the entire utilisation period, including preventative system maintenance.

8 Use of information

The Licensor is entitled to collect, process and otherwise use the information, which it has received from the Licensee as part of support services, for its business purposes, including product support and development. The Licensor shall use such information in confidence and on an anonymous basis.

9 References

The Licensor is entitled to refer to the Licensee in publications insofar as the Licensee has not objected to such action in writing beforehand.

10 Warranty

The warranty period is one year from the statutory commencement of the limitation period.

The Licensor does not provide a warranty such that the Licensed Material satisfies the Licensee's purposes, shall achieve the economic success aspired by the Licensee or shall function with other programmes selected by the Licensee.

As a general rule, the Licensed Material shall only be deemed faulty if the Licensed Material cannot be used within the meaning of the programme description and user instructions.

If a Licensee is an entrepreneur, defects that are identified directly following delivery of the Licensed Material shall only be recognised if the Licensor has been notified in writing of such defects without delay following delivery of the Licensed Material, and in the event of hidden defects without delay once such defects are identified, by way of describing the defect, and the fault about which notification is given was not caused as a result of improper installation or use, alteration, improper tests, negligence or an accident. Otherwise, lodging a claim for such faults is excluded.

All warranty claims against the Licensor shall be inapplicable if the Licensee alters the software in any way or uses it in a manner that does not comply with the user information.

11 Limitations on liability

The following limitations on liability do not apply to damage based on intent or gross negligence or to the loss of life, physical injury or detrimental effects on health.

The Licensor shall not be liable for the loss of expected profits, savings that are not made, damage resulting from third-party claims or other indirect damage and consequential damage that occurs as a result of using the Licensed Material.

The Licensor shall not be liable for damage that is caused by minor negligence on the part of the Licensor, the Licensor's legal representatives or vicarious agents. The violation of key contractual obligations does not apply to the above sentence.

The Licensor's liability for such damage is restricted to the damage that is caused by the Licensed Material by way of using the valid and unaltered original version. The Licensor shall only be liable for direct damage caused by upgraded versions of the Licensed Material if the Licensee furnishes proof that the damage would also have occurred in the case of using the current version.

Liability for characteristics warranted by the Licensor is not excluded. However, warranted characteristics are subject to the written form, and the warranted characteristics must be stated therein.

Insofar as liability is considered in accordance with the above provisions, it shall be limited in terms of amount to typical contractual and foreseeable damage.

The Licensor's liability for the loss of data suffered by the Licensee is limited to costs in respect of restoring data only. The Licensor shall not be liable at all if the Licensee has failed to implement careful data security measures. In any case the Licensee undertakes to protect itself against the loss of data by way of back-up copies.

12 Right of withdrawal

If the Licensee has been granted a right of withdrawal from acquisition of the right of use to the Licensed Material, the Licensor must receive an appropriate declaration within the withdrawal period in order to exercise the right of withdrawal with legal force.

If the Licensee makes use of the right of withdrawal, the Licensee must destroy all copies of the software, including all component parts, and return the remaining licensed material and confirm such action in writing.

13 Final provisions

Amendments and supplementary information regarding the licensing contract are subject to the written form in order to be deemed valid. Supplementing or waiving the written form requirement are, for their part, also subject to the written form. Verbal subsidiary agreements have not been entered into.

Solely the law of the Federal Republic of Germany is deemed applicable by way of exclusion of the UN Convention on Contracts for the International Sale of Goods.

The Licensor's registered office is deemed the place of performance and sole place of jurisdiction insofar as the Licensor is an entrepreneur within the meaning of Section 14 BGB (German Civil Code).

In the event that a provision of these licensing conditions or the licensing contract, or an element of a provision, is or becomes invalid, this shall not affect the other provisions or the respective part of the provision. In the place of the invalid provision or the part of the invalid provision, a legally permissible agreement is to apply that comes closest in economic terms to the invalid provision or the invalid part of a provision. The same applies should the contract prove to contain a loophole.