
1 Definition

The subject matter of the contract is concerned with LucaNet making the software available for use by the Customer for an indefinite term.

2 Prices and Payment Terms

1. The price for the software is payable upon the software being made available for use by the Customer. The date of making the software available for use by the Customer is deemed to be the date the electronic activation code is transmitted to the Customer. The Customer may download the software independently from one of LucaNet's servers, install the software and activate the software using the activation code.
2. In the case of excessive or additional use of the software without approval, LucaNet shall be authorised to invoice the amount corresponding for the excessive or additional use on the basis of the LucaNet price list valid in the period in which the excessive or additional use is incurred.

3 Scope of Services for Licence Purchase

1. LucaNet makes the software together with the integrated user documentation available for use by the Customer at the terms of use stipulated in the primary contract and these Terms for Licence Purchase. The subject matter of the contract excludes the software's source code and making the source code available for use by the Customer.
2. The agreed characteristics and features of the software are exclusively based on the service description of the software, which is annexed to the LucaNet primary contract. LucaNet is not liable to make any other software characteristics and features available for use by the Customer. Such a liability is in particular not derived from other statements made about the software in public communications from LucaNet, LucaNet employees or LucaNet sales partners.
3. In as far as employees or sales partner of LucaNet assume warranties prior to contracting, such warranties shall only be legally binding on LucaNet if they have been confirmed by the management board of LucaNet.
4. The permitted scope of use by the Customer and any additional rights and obligations of the parties with respect to the software result from the Terms of Licence.

4 Customer's Obligations

The Customer must regularly back up the data within its sphere of control. Data backups must be stored in a manner that allows for the restoration of the data.

5 Making the Software Available to Third Parties

The Customer must not make the software available to third parties without LucaNet's approval, unless the Customer is summoned to do so by virtue of law. The following applies in cases where making the software available to third parties is permissible:

- a) The software must only be made available in its entirety and under final relinquishment of the Customer's own use of the software. Making the software available to third parties temporarily, against payment of a partial compensation or without compensation is prohibited.

- b) The Customer must surrender all copies of the software, including any potentially existing backup copies, to the acquiring third party. Copies not surrendered must be destroyed.
- c) Installations of the software at the Customer must be deleted and the deletion must be confirmed to LucaNet.
- d) The Customer must notify LucaNet of the name and complete address of the third party acquiring the software.
- e) The Customer undertakes to assure that the acquiring third party accepts the Terms of Licence and LucaNet's choice of governing law and place of jurisdiction as stipulated in the contract with LucaNet.
- f) The acquiring third party is not authorised to use the software outside of the agreed scope of use and/or to make the software available for use outside of the agreed scope binding the Customer prior to transferring the software to a third party.
- g) The Customer undertakes to assure that the acquiring third party submits to the same diligence and information obligations with respect to the software as are incumbent on the Customer.
- h) The Customer must not make the software available to a third party if there is reasonable suspicion that such a third party will be in breach of the contractual terms.
- i) Without prejudice to any further claims on the part of LucaNet, a breach of the contractual terms and conditions by the Customer shall render the Customer liable to compensate LucaNet for the resultant losses and damages.