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## 1 Definition

The subject matter of the contract are SaaS services provided by LucaNet. These services include:

- Making the software available for use for a limited term
- Provision of the server (LucaNet.**Cloud**) including the necessary memory capacity
- Technical operation of the software's server components

This allows the Customer to use the software functions via remote access using the client software installed at the Customer.

## 2 Prices, Contract Term and Termination

1. A lump-sum price is agreed for SaaS delivery. The price is payable at the beginning of each contract year in advance for the next 12 months. The monthly price will be increased by the amount attributable to subsequent extensions of the scope of use as agreed between LucaNet and the Customer.
2. In the event the agreed scope of use is exceeded, LucaNet shall be authorised to charge the Customer an additional price in accordance with the current price list.
3. The contract commences upon making the access data available to the Customer. The contract will automatically extend for a further term of 12 months unless it is terminated by one of the contracting parties with a notice period of three months and effect at the end of the respective contract term.
4. In the event extensions to the scope of use of the software are agreed during the term of the running contract, such extensions are also subject to the contract term and termination notice period of the running contract.
5. The contract can only be terminated in its entirety. Partial terminations e.g. for individual modules, apps or similar, are not permitted.

## 3 Scope of Services for SaaS Delivery

1. LucaNet grants the Customer the right to use the software via the Internet during the contract term. This means that LucaNet will install the software on a server, operate the software from a technical perspective and connect the software to the Internet in a manner allowing the Customer to access the software via an encrypted connection. LucaNet will also make the necessary memory capacity for the Customer's data available.
2. LucaNet.**Cloud** for LucaNet.**Financial OLAP Server** has a maximum capacity of 8 vCPU and 64 GB RAM, and a maximum capacity of 4 vCPU and 16 GB RAM for LucaNet.**Financial Warehouse**.
3. LucaNet offers SaaS delivery exclusively on the basis of versions that have been assigned "General Availability" (GA) status. The Customer is required to switch to a new version prior to the currently installed version of the software reaching its EOL. LucaNet's release policy allows the Customer to choose between LTS and the release train.

4. LucaNet will also make the client software available to the Customer for local installation.
5. LucaNet will provide the Customer with the necessary access data for accessing the software.
6. LucaNet will back up the Customer's data on a daily basis. Data backups will be stored for a period of 30 days.
7. LucaNet will provide Software Maintenance and Support services to the Customer during the contract term. The scope of these services is specified in the Terms for Software Maintenance and Support.
8. The agreed characteristics of the software exclusively result from the service description of the software 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.
9. 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 Service Level Agreement

The availability of LucaNet.**Cloud** is provided for in the following service level agreement.

### 4.1 Availability of LucaNet.**Cloud**

1. LucaNet.**Cloud** is deemed available if it is connected to the Internet in a way that allows the Customer to use the essential functionalities of the software via online access using the client software installed at the Customer.

2. The monthly availability percentage rate is calculated as follows:

Availability [%] = 1 - (downtime/total time)

The following definitions apply:

- Downtime: Downtime means the total minutes within the same month for which LucaNet.**Cloud** is unavailable. The following times are excluded from the calculation:
  - Scheduled maintenance works (see clause 4.2)
  - Updates that have been coordinated with the Customer
  - Periods of unavailability that are outside of LucaNet's sphere of control (malfunctions caused by the Customer, service providers attributable to the Customer or third parties attributable to the Customer)
- Total time: Number of minutes within the same month less the excluded periods

3. LucaNet warrants 99.00% availability for LucaNet.**Cloud**. LucaNet does not assume any guarantees in this respect.

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4. The availability of LucaNet.**Cloud** is monitored automatically every five minutes. The results of this monitoring shall serve as an adequate basis for evidencing the degree of availability. The Customer may establish that the measurement results are inaccurate.

## 4.2 Maintenance Works

1. To safeguard the quality and security of LucaNet.**Cloud**, LucaNet carries out the following maintenance works on a daily basis:
  - a) Automatic updates
  - b) Data backups
  - c) Database reorganisation
2. A time window of not more than five hours in total between Mondays and Saturdays, as well as seven hours on Sundays, is agreed for scheduled maintenance works. LucaNet.**Cloud** will be unavailable or available with limited functionalities during these periods.
3. The scheduled maintenance works will take place Mondays through Saturdays between midnight and 5:00 a.m. local time (time at the data centre), and on Sundays between midnight and 7:00 a.m. local time. The duration of the works mainly depends on the size of the Customer's database and will usually take between three and five hours. Two additional hours of maintenance works are scheduled on Sundays for maintenance works by the data centre operator. The stated periods are experience-based estimates and may vary from Customer to Customer.
4. Any maintenance works arising during other times will be advised by e-mail to the technical point of contact designated by the Customer with at least 24 hours advance notice before the scheduled downtime. The Customer may be given shorter notice in the case of security-relevant maintenance works.

## 5 Customer's Obligations

1. The Customer is required to provide the system requirements required for using LucaNet.**Cloud**. This includes:
  - Proper functioning of the Customer's Internet access including the data transmission links from and to the handover point to LucaNet.**Cloud**
  - Installation of the latest version of the client software that is required for access on sufficiently dimensioned computers
2. The Customer must keep the access data for LucaNet.**Cloud** confidential and only disclose them to persons it intends to grant use of the software. The Customer shall require any person to whom the access data are disclosed to submit to confidentiality. The Customer will be liable to LucaNet for all actions by persons whom the Customer has permitted access to the software by disclosing the access data.
3. The Customer must immediately and without undue delay change its access data upon learning of a third party gaining access to the access data. The Customer must also notify LucaNet immediately and without undue delay of any indications suggesting that its access data for the software is or was subject to misuse by a third party.

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4. The Customer shall notify LucaNet of any unavailability of LucaNet.**Cloud** and, in as far as possible, provide details of the malfunction that enable LucaNet to investigate the cause and extent of the malfunction.