Terms for Software Maintenance and Support

1 Definition

The subject matter of the contract is the provision of Software Maintenance and Support services by LucaNet for the software specified in further detail in the LucaNet primary contract. The service package consists of:

- Software updates

- Support

- Maintenance of LucaNet apps and ETL scripts

2 Prices, Contract Term and Termination

1. The Software Maintenance and Support contract commences upon making the software available for use to the Customer and has a minimum term of 12 months.

2. 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.

3. A lump-sum price for each contract year is agreed for the provision of Software Maintenance and Support services. The agreed price is payable in advance upon making the software available for use to the customer at the commencement of the contract and subsequently in advance for the 12 months of each subsequent contract year.

4. The price is calculated as a function of the percentage rate of assessment basis agreed in the primary contract.

5. The assessment basis and the price will be increased in accordance with any subsequent extensions to the software's scope of use agreed between LucaNet and the Customer.

6. If the assessment basis is increased, the increased price for the remaining months of the current contract year shall be payable to LucaNet upon making the extended scope of use available to the Customer.

7. The contract term and termination notice periods of the current Software Maintenance and Support contract also apply in the case of the Customer purchasing an extended scope of use for the software at any time during the term of the running contract.

8. The Software Maintenance and Support contract can only be terminated in its entirety. Partial terminations e.g. for individual modules, apps or similar, are not permitted.

3 Scope of Software Maintenance Services

1. The software maintenance services provided by LucaNet include the provision of new software versions to the Customer via the Internet in accordance with LucaNet's release policy.

2. LucaNet's maintenance services are only provided for software versions that are in the "General Availability" (GA) phase. The following applies for the different versions:

   - LTS release: The version's end-of-life is usually reached two years after commencement of the GA phase.

   - Feature release: The end-of-life of the monthly versions is reached after one month.

3. The respective software versions are subject to the hardware and software requirements specified by LucaNet. The system requirements may change as a result of the continuing development of the software.

4. The services available during the maintenance contract term are not limited to updates within the current release. It is also possible to upgrade to a newer GA release (LTS release or a release from the release train).

5. When making more recent versions of the software available for use to the Customer, LucaNet is authorised to modify any utilised open source software and utilise additional open source software, provided the contractually agreed use of the software by the Customer remains unimpeded or is only impeded in an insignificant degree. New open source software may be subject to other open source licence terms than those disclosed at the time of contracting.

4 Support

4.1 Scope of Services

1. LucaNet offers the Customer the opportunity to lodge support requests via an online form, by e-mail or over the telephone. The service opening hours are Mondays through Fridays from 9:00 a.m. to 5:00 p.m (UTC). This service is closed on observed bank holidays in the United Kingdom, including Christmas Eve and New Year's Eve.

2. Support services include:

   a) The clarification of individual application-specific and technical questions.

   b) The troubleshooting of technical problems that afflict the software or that fall within LucaNet's sphere of control

3. The following are not covered by support:

   a) General business consultancy and user training

   b) Support in the technical installation, technical configuration and operation of the software

   c) Requests concerning technical problems that are not associated with the software or that fall outside of LucaNet's sphere of control. These requests include, but are not limited to:

   - Firewall configuration

   - Administration at the operating system level

   - Installation of third-party software that accesses LucaNet's software

4. Support services are limited to properly licensed users of the software and the persons designated as technical points of contact in the primary contract.

4.2 Preparation of Support Requests

1. In addition to the information and cooperation obligations incumbent on the Customer under the General Terms and Conditions, the following requirements and delimitations apply for support services provided by LucaNet.

2. The Customer undertakes to thoroughly examine whether a technical problem in its hardware or software environment can be excluded as the cause of the problem before lodging a support request.

3. The Customer shall provide LucaNet with all documents and information required for rendering support services and assist LucaNet during the further handling of the support request. This includes:

   a) Description of the error or malfunction

   b) Time and duration of the error or malfunction

   c) Number of affected users

   d) Description of the system and hardware environment

   e) Provision of all other information necessary to handle the support request (e.g. error logs, screenshots, backups of databases etc.)

5 Maintenance of LucaNet Apps and ETL Scripts

1. LucaNet apps are functional enhancements to the LucaNet software. LucaNet offers free apps as well as payable apps. There are no set release cycles for apps. LucaNet will make updated versions of apps available to the Customer at its sole discretion. In all other respects, the Software Maintenance and Support services for apps is subject to the provisions pertaining to Software Maintenance and Support services set out above.

2. Software Maintenance and Support services for ETL scripts are limited to recent versions of the source system within the same major release. An upgrade of the source system to a new major release is not included in the Software Maintenance and Support services package for ETL scripts and will be billed separately.

3. The maintenance services for LucaNet apps and ETL scripts only serves to assure availability of the functions defined in the binding requirements specifications.