Terms for Software Rental

1 Definition

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

2 Prices, Contract Term and Termination

1. A monthly lump-sum price is agreed for making the software available for use and for the provision of Software Maintenance and Support as well as for the granting of rights of use. 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. 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.

3. 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.

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

3 Contract purpose

1. LucaNet makes the software together with the integrated user documentation available for use by the Customer for the agreed rental period at the terms of use stipulated in the primary contract and these Terms for Software Rental. 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.

5. 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.

6. The regulations for the rectification of defects set out in clauses *12 Rectification of Defects, 12.2 Rectification of Defects for SaaS Delivery* and *12.3 Service Level Agreement for Rectification of Defects* of the General Terms and Conditions also apply to the software rental. Clause *12.1 Rectification of Defects for License Purchases* of the General Terms and Conditions shall not apply.

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.