

These Terms of Licence apply to software made available by LucaNet for use by a Customer.

1 Permitted Scope of Use

1. LucaNet grants the Customer a simple, non-exclusive right to use the software that is the subject matter of the primary contract within the scope of use specified in more detail below and in the primary contract.
2. In the case of a licence purchase, the rights of use are granted to the Customer for an unlimited period of time. In the case of software rental or SaaS, the rights of use shall be granted for a limited period of time for the duration of the underlying software rental or SaaS contract.

3. The permitted scope of use also depends on whether the Customer uses the full version of the software or the consulting version:

a) Full version

The Customer is permitted to use the software for the purpose of processing its own internal business transactions and the internal business transactions of its group companies. A group company is any legal entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or under common control with the Customer. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise). The following applies:

- The Customer is only permitted to use the software for the number of databases with write access agreed in the primary contract. Where no specific number of databases with write access has been agreed, use of the software is limited to one database with write access.
- The Customer shall also be entitled to allow employees of group companies to use the software and to set up corresponding user accounts for them within the agreed quotas.
- The maximum number of companies (Customer and group companies) for which use of the software within the aforementioned scope is permitted corresponds to the number of reporting entities specified in the primary contract.
- Where the installation of an additional testing environment that is independent from the productive system has been agreed with the Customer, such a testing environment must exclusively be used for processing technical test cases.

The Customer is also entitled to use the software to process the internal business transactions of former and (potential) future group companies, but only in order to be able to map and take into account their data within the software, e.g. to examine the effects of the acquisition or formation of companies on the consolidated financial statements. The use of the software for the preparation of reports or financial statements for these companies is expressly not permitted. A separate reporting entity must be licensed in advance for each of these companies.

The following is prohibited without LucaNet's prior written approval:

- Making the software temporarily available for use by companies other than group companies (e.g. as application service providing (ASP) or SaaS)
- Use of the software to train persons who are not employees of the Customer or its group companies
- Use of the software to render performances for third parties

Any commercial renting out of the software is categorically prohibited.

b) Consulting version

The Customer is permitted to use the software for the provision of Services to third parties (e.g. preparation of consolidated financial statements or financial controlling). The following applies:

- The Customer is permitted to only use the software for the number of databases with write access specified in the primary contract. Where no definite number of databases with write access has been agreed, use of the software is permitted for any number of databases with write access.
- The maximum number of group companies the Customer is permitted to create for each database corresponds to the number of reporting entities specified in the primary contract.

- Use of the software for processing own internal business transactions of the Customer or of companies in which the Customer holds a direct or indirect ownership interest amounting to more than 5% is prohibited.
4. The software consists of a server component and a client component. The following applies:
- In the case of a licence purchase and software rental, the Customer is only permitted to install the server components or have it installed on the number of servers specified in the primary contract. Where no definite number of servers has been agreed, the installation is only permitted on a single server. In the case of SaaS, the server component will be installed and operated by LucaNet and the Customer will be granted access to its functionalities via the Internet.
 - The Customer is only permitted to use the client component for the number of individual users specified in the primary contract and install it on the required number of computers.
 - User accounts for these users are created by means of the user management function of the software. This requires the users to be registered with their names (named user licence model).
 - Each user is granted certain permissions (e.g. read and/or write permissions) and assigned certain roles. The maximum number of users and the permissions these users can be granted is specified in the primary contract.
5. Copies of the software are only permitted to the extent necessary for the contractually agreed use of the software. The Customer is permitted to create backup copies of the software as required. Backup copies on mobile data carriers must be marked as such and bear a notice disclosing LucaNet's copyright.
6. The Customer is not permitted to modify, extend or otherwise change the software, unless such action is permitted by virtue of law. The Customer, or a third party instructed by the Customer, is only permitted to carry out troubleshooting if LucaNet is unwilling or unable to rectify a software error reported by the Customer.
7. The Customer is prohibited from decompiling the software, unless decompiling is permitted by virtue of law. This only applies if LucaNet has been requested and set a reasonable deadline but failed to make the necessary data required to create interoperability with another hard- or software available.
8. These Terms of Licence will also govern any new version of the software made available by LucaNet for use by the Customer. The rights of use for the previous version will be cancelled upon the new version commencing productive use, and in any case after four weeks from the software's initial use for testing purposes.
9. Where LucaNet makes software available to the Customer or renders other services protected under copyright or another law, the Customer will be granted the identical rights of use as the Customer is entitled to in the LucaNet software. This particularly applies to the programming of apps and individual ETL scripts.
10. The granting of rights provided for in the preceding sentences is subject to the condition precedent of LucaNet having received full payment of the agreed prices. In the period between LucaNet making the software available and receipt of payment for the Services, the Customer is only permitted to use the software for test purposes.

2 Diagnostics

The software transmits diagnostic data to LucaNet by default via a secure connection for monitoring operation, for product improvement and for error analysis. Personal Data are transferred exclusively in pseudonymized form. The Customer may also elect to deactivate the transmission of diagnostic data.

3 Open Source Software

1. The software consists of proprietary LucaNet software and open source software.
2. The granting of rights by LucaNet to the Customer provided for in Clause 1 expressly excludes open source software. Open source software is made available to the Customer exclusively on the basis and at the terms of the respectively applicable open source licence.
3. A list of open source software and their versions may be requested from LucaNet.

4 Protection of the Software and Auditing Rights

1. The Customer must diligently safeguard the software to prevent any potential misuse.
2. Copyright notices, serial numbers and other characteristics of the software that serve the purpose of identifying the software must not be removed or modified. The same applies to suppressing on-screen displays of these characteristics.
3. Upon request by LucaNet, the Customer shall inform LucaNet about the number of installations and copies of the software and their storage location.
4. The Customer must assure that software stored on data carriers, memory modules or other hardware is fully and permanently deleted before:
 - a) The Customer releases the data carrier, memory module or other hardware on which all or part of the software is stored to a third party.
 - b) The Customer relinquishes direct possession of data carriers, memory modules or other hardware on which all or part of the software is stored.
5. LucaNet is authorised to verify the use of the software via remote access once in each year.
6. In exceptional cases, LucaNet shall be authorised to carry out an on-site audit if:
 - The Customer refuses an audit via remote access
 - The audit via remote access fails to deliver conclusive results or
 - There are indications pointing to the Customer being in breach of contract
7. The Customer must duly and in a reasonable manner cooperate with LucaNet in the performance of these audits. LucaNet shall give four weeks advance notice of any on-site audit.
8. If the audit detects non-conforming use of the software, the costs of the audit shall be borne by the Customer. LucaNet is authorised to assign the right to carry out audits to third parties.

5 Expiry of the Right to Use the Software

In all cases of expiry of the Customer's right to use the software, the Customer shall return the software to LucaNet and delete all copies of the software, unless the Customer is required to observe a longer statutory retention period. The Customer must confirm deletion of the software to LucaNet.