

Terms of Service SysReptor Self-Hosted

I. Definitions

Parties: The Terms of Service (ToS) are concluded between Syslifters GmbH, FN 578505v, registered office Göllersdorf (**Syslifters; we, us, our; licensor**), and their **Client (you)**.

ToS: The ToS are consisting of:

- Terms of Service SysReptor Self-Hosted
- SysReptor License (**ToS License**) – [Appendix I](#)

Platform: SysReptor Professional (i.e. Platform) is a web-based pentest reporting tool based on a **Software** developed by Syslifters. It is offered in two different deployment options – **Cloud** and **Self-Hosted**.

License: Is the overall term for the authorization to use the Software. The term "License" says nothing about the copyright classification.

Permission to Use the Software (*Werknutzungsbewilligung*): Non-exclusive copyright Permission to Use the Software. Use means anything you do with the Software requiring one of your Licenses.

Your Company: Is any legal entity, sole proprietorship, or other kind of organization that you work for, plus all organizations that have control over, are under the control of, or are under common control with that organization. **Control** means ownership of substantially all the assets of an entity, or the power to direct its management and policies by vote, contract, or otherwise. Control can be direct or indirect.

II. General Principles / Scope of Application

The Platform is a web-based pentest reporting tool based on a Software developed and maintained by us. It includes core functionalities only. Plugins and the officially supported plugin interface are not part of the Platform and can be deprecated anytime without prior notice.

We offer this Software based on the ToS. The source code of the Software is distributed for Self-Hosted installations by us under the ToS License. Upon acceptance of the ToS by you, the ToS between you and us come into effect with the offered content.

Only business clients as defined in § 1 of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*) can be customers.

Any general terms and conditions of you shall not apply. If we have concluded any other contractual agreements with you, the provisions of the ToS shall take precedence over these other contractual agreements.

III. Licenses

The Permission to Use the Software is regulated in particular in the ToS License.

V. Data Access and Processing

You are responsible for the data stored on and shared over the Platform.

We process your data to fulfill this service. Your data is stored on European servers under European law. We store email addresses, and personal and account details that you provide us. We might also store your IP address in our web server logs and in the course of the prevention of cyber attacks.

We are allowed to contact you via email concerning the fulfilment of the ToS.

Contract data (address etc.) is stored in accordance with the statutory retention period.

You have the right to information, correction, deletion, restriction, data transferability, revocation, and objection. If you believe that the processing of your data violates data protection law or your data protection claims have otherwise been violated in any way, you have the right to complain to the supervisory authority. In Austria, this is the data protection authority, email: dsb@dsb.gv.at, web: <https://www.dsb.gv.at/>.

VI. Server Connections

Self-Hosted Platform installations regularly contact our servers for available Software updates and user notifications. You can disable this functionality. However, you must have an active outbound internet connection during setup, periodic license checks, and for downloading and applying Software updates.

VII. User Accounts and Security

The Software is licensed per user. You must not create more users than you licensed.

As a user of the Platform, you can manage, configure and use multiple settings and functionalities of your installation. You are responsible for those aspects under your potential control. This also includes protecting account details and sensitive data (like findings, reports, etc.), limiting user access, applying user permissions following the principle of least privilege, maintaining user security awareness, setting up multi-factor authentication, conducting regular access and permission reviews, ensure availability and confidentiality of custom encryption keys, enforce and inspect your data retention policies, and creating backups.

You are furthermore responsible for applying updates, ensuring that encryption of data in transit is enforced, and all web server-specific security settings are set appropriately.

A use that does not comply with the above is not permitted.

VIII. Pricing and Payment Conditions

Any objections to invoices must be made to us in writing within seven days of receipt of the invoice. Failure to raise objections within this period is deemed to be an acknowledgement of the invoice. Invoices issued are due immediately upon receipt by the invoice recipient. Payments always count towards the settlement of the oldest debts due. In the event of overdue payment, interest on arrears shall be charged at a rate of

9.2% above the base rate (§ 456 Commercial Code, *Unternehmensgesetzbuch*, **UGB**). If a due debt is not settled even after a reminder and a grace period of two weeks, all our claims arising from the business relationship with you shall become due immediately. If such a case occurs, we are entitled to temporarily suspend current services and to perform further services only against advance payments or sufficient security. In addition, we are entitled to withdraw from the ToS after a grace period of two weeks has expired. You shall bear all dunning and collection charges and legal costs incurred and necessary for appropriate legal action. We reserve the right to assert further rights or claims.

We are entitled to send you invoices in electronic form. You expressly agree to the sending of invoices in electronic form.

IX. Termination of the ToS

The duration of the ToS is automatically extended for another period of the same duration if you do not deactivate the automatic extension of the ToS 14 days before the expiry of the ToS. Extensions are charged at the base price without discounts, also if discounts were granted at the time of the original purchase.

The Parties are entitled to terminate the ToS prematurely at any time in writing for good cause. Good cause is given in particular if one of the Parties breaches a material obligation under the ToS. A material breach of the ToS includes in particular:

- circumstances leading to termination of the License (e.g. ToS License, item "VIII. Patent Defense"),
- non-compliance with the terms of the License
- unintended Use
- failure to make a payment due per month (contesting legitimate debits)
- misuse of the Software (e.g. file sharing, malware hosting, command & control communication, illegal content)

X. Intellectual Property Protection

The Software provided within the framework of the ToS, including in particular the Platform, are the intellectual property of us (**Syslifter's Works**). No rights in the Syslifter's Works are transferred to you unless otherwise specified in the ToS.

You acknowledge our rights in the Syslifter's Works, whether they are protected by copyright, competition, trademark or any other law.

You may use the Syslifter's Works during and after termination of the ToS solely for the Intended Use. In particular you may not distribute or reproduce them or any part of them without our express written consent.

Pursuant to Section 40d of the Act on Copyright and Related Rights (*Urheberrechtsgesetz*, **UrhG**), computer programs may be edited and reproduced within the framework of the Fair Use of works to the extent that this is necessary for the

Intended Use of the Software by the person entitled to use it. The **Intended Use** is limited to the use of the Software in accordance with the ToS.

If your hardware is replaced, you undertake to completely and irretrievably remove the contractual Software (including the license key) that became part of the hardware prior to replacement.

XI. Warranty and Liability

The Software is provided "*as is*" and any express or implied warranties are disclaimed.

We assure that the Software, to the best of our knowledge, does not infringe upon the intellectual property rights of any third party. In the event that any claim or action arises alleging that the Software infringes upon any third party's intellectual property rights, we will take reasonable steps to resolve the issue, including but not limited to, obtaining the necessary rights for the customer to continue using the Software or modifying the Software to avoid infringement.

The warranty provisions of the General Civil Code (*Allgemeines Bürgerliches Gesetzbuch*, **ABGB**) shall only apply in accordance with the following paragraphs:

We shall only provide a warranty for defects that existed at the time of **Handover** (time of transmission of the License key to you). You must prove the existence of these defects at this time.

Any defects must be reported to us in writing without delay and together with information that is useful to us.

Furthermore, we do not provide any warranty if the defect is based on incomplete or incorrect information or defective cooperation or provision by you, or if our contractually owed performance is modified by you or third parties without our prior written consent. Minor defects shall not be taken into consideration.

The warranty period begins with the calendar day following the day of Handover according to CET and is 12 months (six months for the Software).

Any warranty defects will be remedied by us primarily by improvement. If this is unsuccessful, you may claim the remedies of price reduction or cancellation as a secondary remedy, provided that a further reasonable period of at least 30 days set for us has elapsed fruitlessly.

The reimbursement of costs for the rectification of defects by you or third parties is excluded.

If defects are remedied by us although we would not be responsible for them, you owe us reasonable compensation.

In no event shall we be liable for any direct, indirect, incidental, special, exemplary, or consequential damages, lost profit or pure financial damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits), however

caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Software or Platform, even if advised of the possibility of such damage, to the extent permitted by law.

Our liability is generally excluded entirely for damages caused by slight and gross negligence. You shall be responsible for proving that we have breached our obligations.

Our liability is furthermore limited to the amount of the annual remuneration.

You must assert any claims for damages in court within six months of becoming aware of the damage, at the latest, however, one year after the event giving rise to the claim.

We work to the best of our knowledge and according to generally accepted principles of the industry and undertake to perform our services with professional care. We are not liable for damages incurred by you or third parties in connection with the use of the Software or Platform. Our liability is excluded in particular if you or third parties make changes or additions to the Software without our demonstrable consent.

Any liability on our part towards persons other than you (third parties) is expressly excluded in particular if you allow third parties to use the Software or Platform contrary to the contractual basis. If, in exceptional circumstances, we should be liable to a third party, the limitations of liability set out above shall apply not only in the relationship between the Parties, but also in the relationship with third parties in respect of any claims made against us. You undertake to indemnify and hold us completely harmless. The limitations of liability set out above also apply to the liability of our executive bodies, employees and vicarious agents (*Erfüllungsgehilfen*) as well as their personal liability.

Events of force majeure affecting us or a sub-supplier entitle us to suspend the contractually owed performance for the duration of the hindrance including a reasonable start-up period or to withdraw from the ToS in whole or in part, taking into account the effects of the hindrance. Events of force majeure are in particular:

- Operational disruptions (e.g. sabotage, strikes, explosion, fire)
- Effects of natural forces (e.g. lightning, earthquakes, floods, storms)
- Laws, official interventions, confiscation, war, international payment restrictions, transport disruptions, export import and transit bans, energy and raw material shortages
- epidemics or other outbreaks of disease
- other events that could only be prevented by economically unreasonable means and disproportionate costs

XII. Technical Support

The ToS do not include technical support services.

XIII. Refund Policy

You can withdraw from the ToS for the reason of a mistake if the subscription was purchased within the last seven days.

XIV. Availability

Not applicable.

XV. Final Terms and Conditions

The competent court for Vienna is agreed as the place of jurisdiction for all disputes arising between the Parties based on the ToS.

The ToS shall be governed exclusively by Austrian law with the exception of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

Any changes of or amendments to the ToS are only possible by mutual agreement and must be in writing to become effective. The same applies to a waiver of this written form requirement.

All written form criteria can also be fulfilled in electronic form.

Information on personal data protection can be found on our [homepage](#).

The Parties confirm that they have provided all information conscientiously and truthfully and undertake to notify each other immediately of any changes.

If a provision of the ToS is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the ToS shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the ToS, should the matter have been considered in advance.

Last updated: 11 November 2024

Appendix I – SysReptor License 1.1 (SysReptorL)

Acceptance

In order to get any Permissions to Use the Software under the SysReptorL, you must agree to it as both strict obligations and conditions to all your Licenses.

Copyright License

The licensor grants you a non-exclusive copyright Permission to Use the Software for everything you might do with the Software that would otherwise infringe the licensor's copyright in it for any permitted purpose, other than distributing the software or making changes or new works based on the Software. Attempts to circumvent technical License restrictions are prohibited (e.g., to unlock or extend functionalities), even if they result from errors in the Software.

Patent License

The licensor grants you a non-exclusive patent License for the Software that covers patent claims the licensor can license, or becomes able to license, that you would infringe by using the Software after its Intended Use.

Internal Business Use

Use of the Software for the internal business operations of you and your Company is use for a permitted purpose.

Personal Uses

Personal use for research, experiment, and testing for the benefit of public knowledge, personal study, private entertainment, hobby projects, amateur pursuits, or religious observance, without any anticipated commercial application, is use for a permitted purpose.

Fair Use

You may have "**Fair Use**" rights for the Software under the law. The SysReptorL does not limit them unless otherwise agreed.

Pursuant to Section 40d of the Act on Copyright and Related Rights (Urheberrechtsgesetz, UrhG), computer programs may be edited and reproduced within the framework of the Fair Use of works to the extent that this is necessary for the Intended Use of the Software by the person entitled to use it. The **Intended Use** is limited to the permitted purpose of the Software in accordance with the SysReptorL.

Plugin Development and Usage

The licensor grants you permission to develop and use plugins that use official plugin interfaces for the Software, provided that these plugins do not bypass any license restrictions. Use of non-official plugins that bypass or attempt to bypass license

restrictions is a violation of these terms. This includes the usage of any plugins that unlock or extend functionalities in ways not permitted by the SysReptorL.

The licensor reserves the right to revoke or modify interfaces from and to the Software without prior notice. This may affect the functionality of plugins and other integrations.

No Other Rights

The SysReptorL does not allow you to sublicense or transfer any of your Licenses to anyone else or prevent the licensor from granting Licenses to anyone else. The SysReptorL does not imply any other Licenses than those mentioned therein.

Patent Defense

If you make any written claim that the Software infringes or contributes to infringement of any patent, your patent License for the Software granted under this SysReptorL ends immediately. If your Company makes such a claim, your patent License ends immediately for work on behalf of your Company. Irrespective of the withdrawal of Permission to Use the Software, we reserve the right to assert claims for damages.

Violations

In case of license violations, all your licenses end immediately.

No Liability

As far as the law allows, the Software comes "as is", without any warranty or condition, and the licensor will not be liable to you for any damages arising out of this SysReptorL or the use or nature of the Software, under any kind of legal claim.

Definitions

The SysReptor Community License 1.0 (**SysReptorL**) is granted by Syslifters GmbH, FN 578505v, registered office Göllersdorf (**Syslifters; we; licensor**) to **you**.

License: Is the overall term for the authorization to use the Software. The term "License" says nothing about the copyright classification.

Software: is the software the licensor makes available under these terms.

Permission to Use the Software (*Werknutzungsbewilligung*): Non-exclusive copyright Permission to Use the Software. **Use** means anything you do with the software requiring one of your licenses.

Your Company: Is any legal entity, sole proprietorship, or other kind of organization that you work for, plus all organizations that have control over, are under the control of, or are under common control with that organization. **Control** means ownership of substantially all the assets of an entity, or the power to direct its management and policies by vote, contract, or otherwise. Control can be direct or indirect.

Your licenses are all the licenses granted to you for the software under these terms.