

## Terms of Service SysReptor Cloud

### 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 Cloud

**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. You can use officially supported plugins only. The use of custom plugins isn't allowed in the Cloud.

We offer this Platform based on the ToS. 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

You may use the Software for internal business operations of you and your Company only (**Internal Use**). Also **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.

The ToS do 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 ToS do not grant you any intellectual property rights to the Software and do not imply any other Licenses than those mentioned therein.

## **V. Data Access and Processing**

You are responsible for the data stored on and shared over the Platform. We will not access your data stored within your Platform installation without your or your users' explicit consent, as long as we are not forced to do so due to legal reasons. However, we regularly instruct your Platform installation to create encrypted backups that are stored outside your Platform installation in encrypted form.

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.

Data stored in the Platform, including backups, will be marked for deletion and deleted within 5 to 30 days from the date of termination of the ToS at the latest.

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](mailto:dsb@dsb.gv.at), web: <https://www.dsb.gv.at/>.

## **VI. Server Connections**

Not applicable.

## **VII. User Accounts and Security**

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

You must not use the Platform to endanger the functionality or operation of the Software or to prevent other users' access to, or normal use of the Platform. The data storage is limited to 10 Gigabytes per licensed user.

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.

We create backups for you. However, you are ultimately responsible for ensuring data availability.

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:

- disruption of the proper operation of the Platform (e.g. server resources, other customers or the shared infrastructure)
- 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.

## **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 accessibility of the Platform 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**

The availability of the Platform is 98% on an annual average (Availability). Reasons for which the resulting downtimes are not included in the Availability are as follows:

- Maintenance work
  - Maintenance window: Wednesdays between 08:00-11:00 GMT.
- Downtimes that are not caused by us. These are in particular the following:
  - Force majeure (for example (in)direct lightning strike, water, fire, storm etc).
  - Failures caused by third parties.
- Downtimes caused by you. These are in particular the following:
  - You do not use the latest technologies (e.g. browser) or do not enable the use on its end device (e.g. cookies, pop-ups, activation of Java script).
  - Maintenance measures of you.

## **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.

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