

Terms and Conditions

verinice.onprem Update-Support

§ 1 Recitals

verinice is an information security management system tool (ISMS tool) developed by SerNet (SerNet Service Network GmbH, Bahnhofsallee 1b, 37081 Göttingen). verinice is released and distributed with as open source software under the AGPLv3 licence and other open source licences. The applicable open source conditions for using each of the versions of verinice are specified in the applicable description of each product version. Customer explicitly acknowledges that supply of verinice is governed by the terms and conditions of the AGPLv3 licence and other open source licences.

Customer acknowledges that “verinice” and “SerNet” are trademarks of SerNet. The customer is not entitled to use the trademarks without prior written consent of SerNet. No express or implied licence or other rights to use the trademarks are granted to the customer under this Terms and Conditions.

SerNet does not make any warranties that the verinice software is a fit for any specific purpose of the customer except as otherwise agreed upon in writing.

§ 2 Scope of Service

SerNet supports customers regarding update installations up to four times per year for a verinice.onprem installation, when new verinice.onprem versions are available or important security patches for verinice.onprem are released. In consultation with the customer, SerNet can also install updates for the underlying linux operating system that are available at that time.

Support is offered via remote session or on-site on the customer's systems. Business hours are Monday to Friday on German week days, 8 am to 6 pm German local time.

A valid verinice.onprem subscription is required to use the update support service.

§ 3 Payment Methods

Update support services are provided via annual support flat rates, which are paid in advance via PayPal/credit card or purchase on account.

§ 4 Customer's obligations

The customer shall provide interfaces, lines, hardware, software, and licenses in the required quantity and quality, unless these are supplied by SerNet.

The customer is responsible for appropriate climate control, access control, fire protection, and other state-of-the-art protective measures at the installation site of the systems.

The customer shall access the systems using interfaces that have been tested and approved, i.e., that are supported within the overall configuration.

The customer shall bear any disadvantages or risks resulting from modifications or expansions made by the customer that were not performed by SerNet or in coordination with SerNet, in particular any impairments to operational reliability.

The customer shall provide contact persons for each location for the purpose of providing support in

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exceptional cases and for remote administration.

The customer's employees must possess the technical expertise required to perform their tasks.

The customer shall designate a point of contact person for SerNet who holds decision-making authority on behalf of the Customer in all matters relating to provision and operation. This includes the following activities:

- Coordination of troubleshooting on the customer side and if necessary, internal escalation.
- Designation of technical staff with appropriate knowledge of the customer's hardware, software, configuration, and network environment

The customer shall provide all necessary access to the customer's systems.

The customer bears sole responsibility for the integrity of its own data, in particular data backup and the management of its databases, file systems, and application data.

§ 5 Term of contract

Support requests are issued for 1 to 5 years for the duration of the software subscription.

§ 6 Limitation of Liability

SERNET SHALL ONLY BE LIABLE FOR DAMAGES ON WHATEVER LEGAL GROUNDS IN THE EVENT OF GROSS NEGLIGENCE. THIS DOES NOT APPLY IN CASE OF PHYSICAL INJURY AND IN CASE OF THE GERMAN PRODUCT LIABILITY LAW (PRODUKTHAFTUNGSGESETZ) OR TO RIGHTS RESULTING FROM A GUARANTEE GIVEN BY SERNET. SERNET ASSUMES LIABILITY WITH LIMITATION TO THE CONTRACTUAL ANTICIPATED TYPICAL TYPES OF DAMAGES IN CASES FOR EACH SLIGHTLY NEGLIGENT BREACH OF ESSENTIAL CONTRACTUAL OBLIGATIONS. LIABILITY FOR LOSS OF PROFIT, FAIL OF MATERIALIZED SAVINGS OR OTHER INDIRECT CONSEQUENTIAL DAMAGES AS WELL AS DAMAGES TO RECORDED DATA ARE EXCLUDED. THE LIMITATION OF LIABILITY SHALL ALSO APPLY ON THE LIABILITY OF REPRESENTATIVES AND ORGANS OF SERNET.

§ 7 General

7.1 Governing Law

This agreement shall be governed by and construed in accordance with the laws of Germany, without giving effect to its principles of conflict of laws. Application of the CISG is hereby explicitly excluded. Any dispute that may arise between the parties shall be subject to the jurisdiction of the Landgericht Göttingen, Germany, except that SerNet may also select the customer's principal place of business.

7.2 Force Majeure

SerNet shall not be liable in damages and the customer shall not have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond SerNet's control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary licence), wars, insurrections and/or any other cause beyond the reasonable control of SerNet.

7.3 Transfer of Rights Waiver of Contractual Right

Customer's rights arising out of the supply agreement may not be transferred, assigned, or distributed by the customer without the prior written consent of SerNet. SerNet has the right to assign its rights and obligations or to transfer its obligations to a subcontractor.

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this agreement be construed as a continuing waiver of other breaches of the same or other provisions of this agreement.

7.4 Complete Agreement

This agreement constitutes the entire agreement of the parties and supersedes all prior communica-

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tions, understandings and agreements relating to the subject matter hereof, whether oral or written.

7.5 Export

verinice may be subject to export or import control regulations. The customer is solely responsible for compliance with any such import, use, or export restrictions. In case the customer uses *verinice* in breach of applicable export or import control regulations, SerNet is entitled to stop or terminate the access to *verinice*.

7.7 Severability

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Göttingen, March 12th 2026 – SerNet Service Network GmbH