

## **Terms and Conditions**

### **SAMBA+ Support Budgets**

#### **§ 1 Recitals**

*Samba* is developed by the international Samba team, refer to <http://samba.org>. *Samba* is released and distributed as open source software for free download under the GPLv3 licence. *SAMBA+* is a special version of *Samba* provided by SerNet and is released and distributed under GPLv3 as well. The applicable open source conditions for using each of the versions of *Samba* are specified in the applicable description of each product version. The GPL conditions may be downloaded from:

<https://www.gnu.org/licenses/lgpl-3.0.html>

Customer explicitly acknowledges that supply of SAMBA+ is governed by the terms and conditions of the GPLv3 open source licence. Customer acknowledges that “Samba” and “SerNet” are trademarks of SerNet and the Samba team. 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.

The customer acknowledges that SAMBA+ is an open source software. SerNet does not make any warranties that the SAMBA+ software is a fit for any specific purpose of the customer except as otherwise agreed upon in writing.

#### **§ 2 Scope of Service**

SerNet GmbH offers its customers support, consulting and development services for CIFS/SMB (Samba, Microsoft Windows), AFP/Netatalk, Linux (Debian, Ubuntu, RHEL, Fedora, SLES, Leap), Unix (AIX, Solaris, HP-UX), network services (Active Directory, LDAP), printing (CUPS), infrastructure (DNS, DHCP, SSL) and others.

Support is offered remote access via mail or by phone. Business hours are Monday to Friday on German week days, 8 am to 6 pm German local time.

#### **§ 3 Payment Methods**

Support is sold as fixed price “support budgets” containing a certain amount of support hours online via <https://shop.samba.plus>. Support budgets are payed in advance using the shop’s payment methods, according to the information available on the indicated website

#### **§ 4 Purchase**

Purchase information and invoice will be sent to customer via email and can also be retrieved from the personal customer section inside the shop. All prices include the respective VAT. More Information concerning VAT is available on <https://shop.samba.plus/vat-information>.

#### **§ 5 Term and Termination**

Upon notice via email the support budget can be used by the customer. The email contains the project number to be referenced in a support call and information about email addresses and phone numbers where requests are to be referred to. Unused hours of the budget will expire without notification and without compensation or reimbursement 24 months after the day of purchase.

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**§ 6 Limitation of Liability, Warranties**

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

**7.5 Export**

*SAMBA+* 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 *SAMBA+* in breach of applicable export or import control regulations, SerNet is entitled to stop or terminate the access to *SAMBA+*.

**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 4th 2018 – SerNet GmbH