



VLM Terms And Conditions

By

VLM Support GmbH
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("VLM Support GmbH")

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VLM Support GmbH is the operator of the VLM Platform accessible through <https://vlm.support>. ("Platform"). These conditions apply to any legal relationship in connection with VLM, regardless of whether Client obtains the License(s) directly through the Platform or from a Viprinet Partner. "License Provider", independently of the method of obtaining the license, is VLM Support GmbH, directly when buying the VLM License through the Platform, as a Viprinet Partner's vicarious agent when buying the VLM License through said Partner.

§ 1 Definitions

- (1) "VLM" means the „Viprinet Lifetime Maintenance“ system for service and support pertaining to Viprinet Products. "VLM License" is any license or licenses entitling to any VLM service.
- (2) "License Subscription" or "Subscription" constitutes the license model in which User obtains the License directly from Viprinet on the Platform. In contrast, "License Purchase", means the license model in which the License is obtained from a Viprinet Partner. Licenses obtained through License Purchase are also referred to as "Bundle Licenses". Either of both obtaining methods is called a "Purchase Process".
- (3) "License Level" and "Level" (each singular and plural) mean the License levels described under https://vlm.support/en/service_levels.html.
- (4) "Viprinet Partner" is any company designated by Viprinet to be such.
- (5) "Support CP" means Client's, or User's respectively, first contact person for support matters. With the exception of the Level "Gold Plus", Support CP is the Partner from whom Client has obtained the Viprinet Product for which support is rendered. In "Gold Plus" Level, VLM Support GmbH is Support CP.
- (6) "Routers" are all Multichannel VPN Routers offered by Viprinet. "Modules" are all "Hot Plug Modules" for VPN Routers offered by Viprinet. "Viprinet Products" shall mean all goods and services offered by Viprinet, including Routers and Modules, e.g. software, service and support, regardless of whether Viprinet sells them or gives them out for free, and of which party offers them to the respective customer.
- (7) "VPN Hub" means the connection point in form of a Multichannel VPN Hub that is usually located in a data processing center and that is used for bundling WAN lines through the usage of one or several Viprinet Routers.
- (8) "User" without further description stands for one or several users of the Platform. "User Account" means the respective account of the User on the Platform. "Client" means the contractual partner of VLM Support GmbH or the Viprinet Partner in the Purchase Process.

- (9) “EOS” („End Of Service“) constitutes the time from which on no further support and no other services, e.g. software updates, are rendered anymore for the Viprinet Product for which EOS has been declared. “Declaration Of Discontinuation” means the declaration of EOS for one or several Viprinet Products.
- (10) Time indications without a time zone relate to Support CP’s time zone.

§ 2 License Object And Term

- (1) “License Object” are the services pertaining to the respective VLM License whose details and extent are available under https://vlm.support/en/service_levels.html.
- (2) The VLM License enters into force at the earliest at the time indicated in the Purchase Process on the Platform or, as the case may be, indicated as Client’s desired starting time (“Start Date”) on the License certificate obtained from a Viprinet Partner. The actual time it enters into force is the time at which, in case of Subscription, the VLM-covered Viprinet Product, or, in case of a Bundle License, any VLM-covered Viprinet Product is activated for VLM in the Portal. Notwithstanding a premature end (e.g. due to termination), the term of the License comply at the earliest with the desired duration indicated by Client during the Purchase Process (“End Date”), and the License’s end is at the latest one year later than the End Date or at EOS, whichever is earlier (“Expiry Date”), if and insofar as Client activates VLM for some Viprinet Products later than the Start Date of the Bundle License. VLM License days not used until the Expiry Date expire.
- (3) VLM Licenses are in principle only offered for Viprinet Products until EOS; an extension purchased before EOS but lasting longer than EOS can also not be purchased. New Purchase Processes, meaning Purchases other than extensions, are only offered until Declaration Of Discontinuation.
- (4) A License is only valid for the Viprinet Product or Products it was purchased for, and is not conveyable independently of the Product(s). When exchanging a defective Viprinet Product the License can be transferred to a different Viprinet Product of the same kind.
- (5) Bundle Licenses may only be conveyed in combination with the respectively covered Viprinet Product(s), and Client may sell one or several Licenses in combination with the respectively covered Viprinet Product only if he notifies the new owner that he (the new owner) must accept both the VLM Platform Usage Terms And Conditions and these VLM License Terms And Conditions if he wants to use VLM services.
- (6) Rights arising from continuously existing License Subscriptions (hence excluding any Subscription that was discontinued or terminated by Client for any reason and for any amount of time) are protected. This means that Client has an option for indefinite extension of the respective License Subscription. In the case of hardware upgrade to a successor model at EOS (cp. § 7), said protection means that Client is, pertaining to his VLM License Level, entitled to VLM regarding the upgraded successor model, however with the respectively connected adaption of the VLM fee to said successor model.

§ 3 Contractual Partner And Renderer Of Service

- (1) Client is aware and accepts that in case of License Subscription, VLM Support GmbH is his “Contractual Partner”, whereas in case of License Purchase, the contractual partner is the Viprinet Partner selling him the License. Client also accepts that, regardless of who his contractual partner is, VLM Support GmbH renders the services included in the license and, as VLM Support GmbH sees fit, uses the services of one or several Viprinet Partner(s) as long as through this, neither the content of the License nor Client’s rights arising from the License are impaired.

- (2) When in doubt who respectively renders a License service to him, Client shall contact sales@vlm.support.

§ 4 VLM Support

- (1) Central drop-in center for requests for any License service is the VLM Platform.
- (2) “Support” without further details means, according to VLM Support GmbH’s discretion, support either via telephone and/or e-mail from Monday through Friday between 09:00 and 18:00 hours. “Priority Support” means, on top of Support, that the Support CP shall meet a 4-(four)hour response time for Client’s support requests from receipt of the request at the central drop-in center, whereat only the hours mentioned in this paragraph count as duration.
- (3) Support is rendered to Client by VLM Support GmbH, however provided that the Support CP provides VLM Support GmbH with the access necessary to render support.
- (4) “Remote-assisted device configuration” (included in the “Silver” and “Gold” Levels) means support through remote-access software. For this, Client has to make sure VLM Support GmbH is provided access to the respective device.

§ 5 Software Included In The VLM License

- (1) If and as far as Client’s VLM License includes minor and major software updates, he is provided with all software updates that VLM Support GmbH makes accessible to all VLM customers on the respective Level for the respective Viprinet Product, regardless of whether the update is a bug fix, a feature extension or another type of software change. Updates are installed automatically if and insofar as VLM Support GmbH has access to the respective Viprinet Products. Client shall ensure that VLM Support GmbH gains the necessary access for said installation, or else he is only entitled to download of the respective update, and has to execute the update himself.
- (2) Client is to use only respectively current Viprinet Product software. If and as far and long as his behavior leads to outdated software running on one or several of his VLM-licensed Viprinet Products, he is entitled to neither software updates nor support.
- (3) Not included in the rights according to this para 1 s. 1 are such software functionalities offered by Viprinet subject to fees on <https://www.viprinet.com/de/produkte/software>.

§ 6 Advanced Return Material Authorization (ARMA)

If and as far as the VLM License includes ARMA the following stipulations apply—

- (1) If Client reports a Viprinet Product as defective on the Platform he is sent a replacement device by the person who sold him the defective device that he receives in exchange of the one reported defective.
- (2) The deadline up to which the replacement device is deployed to Client in the course of ARMA depends on the ARMA mode, is either maximum 3 (three) days after receipt of the report of defect in para (1) (“3 Day Shipment”), or the device is deployed on the same calendar day if the respective ARMA request has been received until 14:00 CET (“Same Day Shipment”), otherwise on the following work day.

§ 7 Hardware Upgrade To Successor Model At EOS

- (1) If „Hardware upgrade to successor model“ is part of the License, if the term of Client’s VLM License exceeds EOS of one of his VLM-covered Products, and Client has not already agreed to paying the License fee accruing for the respective replacement Product, Client agrees to opt for either of the following options–
 - a. Option 1—He receives from the person who sold him the EOS Product, according to the Level (free of charge in “Gold”/“Gold Plus”, subject to a fee in “Silver”) an at least equivalent replacement device for which EOS has not occurred yet (usually this is the successor model of the EOS Product). From the beginning of the billing cycle following the replacement on, Client pays the VLM License fee for the replacement device according to his Level. The potential difference between the new License fee and the old one is reimbursed to or, as the case may be, shall be paid by Client.
 - b. Option 2—He terminates his License to the time of EOS and is reimbursed the fees for the License term during which he cannot benefit from VLM anymore.
- (2) If „Hardware upgrade to successor model“ is not part of the License, Client is reimbursed the fees for the License term during which he cannot benefit from VLM after EOS anymore.
- (3) For the mentioned hardware upgrade, Client shall hand in the Product to be replaced in exchange for the replacement Product.

§ 8 Client’s Duties

- (1) Client shall register each and every Product for which he obtains a VLM License in the Portal, and complete all information fields correctly, including the Product’s position.
- (2) Client and all Users authorized by him must treat his VLM-covered Viprinet Products only according to the respective Viprinet Product manual and may not damage, open or in other ways alter any Viprinet Product deliberately or with gross negligence.

§ 9 Liability

- (1) Client’s Contractual Partner regarding VLM is liable to Client for himself and his vicarious agents, regardless of legal reason, only if and as far as an essential contractual obligation is culpably violated in a way that puts the contract’s purpose at risk, or the damage is caused by gross negligence or deliberate act. If such essential contractual obligation is not violated deliberately or with gross negligence, liability is limited to such typical damages reasonably foreseeable at Purchase Process, however capped by the amount paid by Client for the Product that respectively caused the damage.
- (2) Contractual Partner’s liability pertaining to the VLM License for warranted characteristics, maliciously concealed defects or damage to persons (life, body and health) as well as according to the German Product Liability Act remain untouched.
- (3) As far as the liability of the VLM Contractual Partner is effectively waived or limited according to the stipulations in this section, said waiver or limitation also applies to the personal liability of Client’s employees, other staff, organs, representatives and vicarious agents.

§ 10 Intellectual Property

- (1) Nothing in these Terms and Conditions or pertaining to VLM is to be interpreted in such a way that any intellectual property of Viprinet is to be conveyed to Client or User, or that he is to respectively obtain a right to use any such intellectual property if and as far as it is not necessary for the benefit from the respective VLM License.
- (2) Client may not disassemble, revert, combine with other software or hardware, imitate or in any other way alter any of Viprinet's software, and may not disassemble, revert or in any other way alter any of Viprinet's hardware, neither during the term of the contract nor thereafter.

§ 11 Termination

- (1) Licenses obtained on the Platform are automatically extended by the subscription term respectively indicated in the Purchase Process unless the License is terminated 7 (seven) days prior to the end of each subscription term. Any potential License term prior to the Purchase Process of the VLM License does not count as extension period.
- (2) VLM Support GmbH may at its sole discretion refuse any License extension or, as the case may be, declare statutory License termination to the end of any License period if Client is or becomes de facto or officially insolvent. It shall constitute a reason for extraordinary termination without previous notice if Client or a User in his domain uses fraudulent credit card data for payment on the Platform, or treats a Viprinet Product for which he receives VLM against the rules laid out in the user manual for the Product published by Viprinet, or if he opens the device's housing lid or damages the Product deliberately or in gross negligence.
- (3) Fees paid by Client for a License term during which Client is not able to benefit from VLM anymore due to a termination according to this para (2) that Client did not cause by violating any of his contractual duties, are refunded to Client by License Provider within 30 (thirty) days after end of the License term.

§ 12 Miscellaneous

- (1) Any VLM License relationship is governed by the laws of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Subject to VLM Support GmbH's discretion, either the courts competent for Bingen am Rhein, Germany, or for Client's residence shall have sole jurisdiction in relation to all matters arising out of Client's business relationship with the License Provider.
- (2) Any part of a stipulation of these Terms or of a contract between the parties which is wholly or partially void, invalid, or unenforceable shall be severed from the remainder, and said remainder shall remain enforceable.