Terms and Conditions

IMPORTANT - READ BEFORE ACCESSING OR USING

DO NOT USE TrustSource DeepScan (WHICH IS A SOFTWARE AS A SERVICE), OR ANY ASSOCIATED MATERIALS AND DOCUMENTATION (COLLECTIVELY, "DeepScan") UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT (THE "T&C") BY INITIATING A REQUEST TO THE PLATTFORM, YOU ("YOU" OR "LICENSEE") ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS T&C.

IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS T&C, PLEASE DO NOT ISSUE ANY REQUEST.

THIS T&C IS A LEGAL AGREEMENT CONCERNING TrustSource DeepScan BETWEEN YOU, AS EITHER A COMPANY ACCORDING TO § 14 BGB, A SINGLE ENTITY OR A CORPORATE BODY OF PUBLIC LAW AND EACG Operations Services GmbH (" EOS"). THIS T&C SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH EOS RELATING TO TrustSource.

TrustSource DeepScan - EVEN THE FREE VERSION - IS NOT FOR PRIVATE USE!
PLEASE NOTE: These T&C do not govern the use of TrustSource or the use of DeepScan for existing TrustSource users. For those the TrustSource T&C apply.

1. Definitions

TrustSource	refers to the Open Source Risk Management SaaS solution of EOS GmbH, Frankfurt am Main, to which these GTCs apply. In the following also "platform".
Repository	means a location under the control of a git versioning tool where you collect source codes
Kundendaten	refers to all data requiredKundendaten for the execution of the contract and provided by the customer for this purpose.
Analysis data	designates all data collected or generated by processing a scan.
Components	refers to ready-made building blocks, typically open source, which are used to design the customer-specific solution.
User/customer	refers to a business partner of EOS GmbH who is using DeepScan or has registered on the TrustSource platform and thus accepted these Terms of Use.
Visitor	refers to an unidentified, potential user of the platform who views and/or uses publicly accessible contents of the platform.
Knowledgebase	refers to a collection of information that is made available to visitors and users of the platform.

2. Agreement / Pricing

The contractual relationship arises with the use of the DeepScan service by the customer. Through this use a contract for the use of the DeepScan Service is concluded and these terms and conditions as well as the Privacy Policy are accepted or are subject of the contractual relationship.

The use of the DeepScan Service is associated with the conclusion of the contract.

DeepScan allows you to search a code repository for traces of license information or copyright notices. DeepScan clones the specified repository and examines all files in it for references to valid licenses or existing copyrights. Files that cannot be analyzed automatically are identified and the results of the search are made available.

The DeepScan service is provided free of charge by EOS via the web interface at https://deepscan.trustsource.io. EOS reserves the right to restrict this offer. The free version shall be free of any liabilities.

The customer can also choose to obtain a paid API version. In the chargeable version, EOS grants certain service levels. (see below) In order to use the Fee-Paying API, the Customer shall be required to purchase an API Key, which can be obtained at https://www.trustsource.io/deepscan.

3. Confidentiality and Data Privacy / Intellectual Property

(a)   It is not necessary to provide specific personal information to use the service. Nevertheless if, in the course of the business relationship, customer data should be collected which contains specific information about the customer, this data will be protected and access by us to its contents will only be possible to the extent necessary for the provision of the services and duties related to this contract.

We have drawn up an independent data privacy declaration, the contents of which, together with these terms and conditions, govern compliance with data protection regulations within the contractual relationship.

b)   Rights of use: The customer receives a simple, non-exclusive right of use for all analysis data. He may use the analysis data within the scope of these conditions for his business purpose "Open Source Risk Management". A publication for presentation or advertising purposes requires a separate approval.

Insofar as the analysis data relates to publicly accessible repositories, the Client shall grant EOS a simple, non-exclusive right to use the analysis data. We may continue to use these rights in accordance with this declaration even if the legal form of the company changes.

c)   By using the Services, the Customer acknowledges these Terms and Conditions and confirms that the confidentiality and data protection provisions of this Agreement meet its requirements.

4. Rights and obligations by user

a)   The customer assures that the URLs transmitted to the Service are not and in no way manipulated to obtain a falsified result of the evaluations or to disrupt the system. The customer is liable to us for ensuring that the URLs are not manipulated by him.

b)   The customer is not allowed to use or manipulate the free service or the webbased user-interface of the free service in a way, that it will allow automated use. For such use, we do provide a highly scalable REST-API to which access keys may be purchased. If we recognize such a misbehavior, we reserve the right to exclude such customer from further use and/or seek compensation of damage such an automated use might have caused.

c)   The customer may only use the platform in a way that prevents damage. The customer assures that he will only use our services and the platform for purposes that do not violate applicable law or the rights of third parties. In particular, the customer assures that he will not store any information and/or make it available to third parties that has illegal or immoral content, violates applicable data protection regulations or infringes the rights of third parties.

d)   The customer will undertake all efforts necessary to keep access credentials (in particular API keys or Scan-IDs) secret from unauthorized third parties.

The customer will inform us immediately if there is a well-founded suspicion that third parties have obtained unauthorized knowledge of access credentials or if the customer's access is used by third parties without authorization.

The customer is also obliged to pay the agreed remuneration in the event of unauthorized use by third parties with his customer data, unless the customer is not responsible for the unauthorized use. It is the customer's responsibility to prove that he is not responsible for the unauthorized use.

The customer commits to compensate us for any damage caused by unauthorized use with the customer's access credentials, unless the customer is not responsible for the unauthorized use. The customer is responsible for proving that he is not responsible for the unauthorized use.

e)   The customer commit to inform us immediately of any malfunctions in the use of DeepScan. For this purpose, we provide a separate e-mail address which can be found on the TrustSource website under Contact.

f)   The customer has the possibility to use his own structural data or reports for his own purposes, e.g. publications. In the case of publications, however, the customer is obliged to cite TrustSource DeepScan as the source.

5. Our service obligations

We provide the platform. It currently includes the following functional parts:

i.   Web interface for receiving the repository address, which shall be analyzed

ii.   Database for storing the request information

iii.   Backend for processing the generation of the analysis data

iv.   Web interface for presentation and analysis of the analysis data

v.   API for the integration of DeepScan into automated workflows

The platform is provided in English. The platform gives hints which licenses could be detected in the files or which copyright notices are contained in a repository. The platform does not provide legal advice.

We do not owe the proper functioning of access to the platform in relation to users of the free solution. In relation to paying users, we owe an adequate care that the access is not inoperable for reasons that are our responsibility.

We do not act as an Internet service provider. The customer is responsible for providing and ensuring working Internet access.

6. Changes and Modifications

We reserve the right to change the DeepScan software, the TrustSource website and this agreement at any time and without notice.

7. Confidentiality

All business and trade secrets and other information designated as confidential as well as the know-how entrusted to the customer or acquired or developed for the purpose of executing the contract, regardless of the condition or data carrier on which they are stored, are subject to the obligation of secrecy.

The customer undertakes to keep this information strictly confidential and not to make it available to any third party. The customer must take all necessary and reasonable measures to fulfil this obligation of secrecy.

The obligation of secrecy does not apply to information,

- which were already known to the public or were generally accessible,
- which were already known to the customer or which were lawfully received by third parties,
- whose release we agree to in writing.

In the event of a dispute, the customer is obliged to prove that the information is not subject to the obligation of secrecy.

The obligation to maintain secrecy shall apply for the duration of the respective individual contracts and, in addition, for a period of 2 years after termination of the individual contracts.

8. Liability

DeepScan uses various automated processes to examine the files in a repository for information about licenses and copyrights. A variety of file types are considered, but currently not all of them! For example, video or image files are currently not considered. In addition, even an automated analysis will not necessarily be able to detect all hidden license or copyright information. Foreign language references that do not correspond to known license texts are grateful, for example. In individual cases, only a dedicated, manual check performed by specialists can produce a clear certificate of the effective license situation. DeepScan does not constitute legal advice and therefore does not assume any liability for any legal consequences for the user or his customers resulting from the use of Open Source.

We shall be liable in accordance with the statutory provisions for damages resulting from intentional or grossly negligent breaches of contract and fraudulent intent on our part, on the part of our legal representatives or vicarious agents, for damages resulting from the breach of a guarantee assumed by us and for damages resulting from culpable injury to life, limb or health. In this case the liability for damages is limited to the foreseeable, typically occurring damage, as far as there is no intent.

Any further liability is excluded regardless of the legal nature of the asserted claim; this applies in particular to tortious claims or claims for compensation for futile expenditure instead of performance. Insofar as liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives and vicarious agents.

Except in cases of intent and gross negligence, we shall not be liable for damage that has not occurred to the delivery item or the processed item itself. In particular, we are not liable for lost profits or other financial losses of the user.

All claims of the user shall become statute-barred after 12 months.

9. Risks form the usage of Software and the Internet

DeepScan works with several proven methods to detect licenses and copyrights. Especially the SPDX-known licenses serve as a basis for the identification of licenses. It may well be that texts that are legally to be interpreted as licenses are not interpreted as such if they do not meet any known criteria for licenses or copyrights representation! The customer has to assess this risk for himself in relation to the repository to be examined. We do not guarantee the identification of license texts that are not covered by the SPDX.org directory.

Communication with the DeepScan Service requires that port 443 be unblocked in the company's own firewall. Port 443 is outbound typically for https: opened for Internet use. However, this may not be desirable in certain data center zones. The user must assess this risk for his system himself. We do not accept any liability in the event of a firewall restriction.

10. Termination / Changes of Subscription

Cancellations of the paid version (subscription) must be made in writing. Transaction packages cannot be cancelled.

i) Termination by the user:

Users can cancel or reduce their subscription at the end of a subscription period, subject to the notice period at the end of the period. The currently valid models and periods of notice are

- Free / none
- Professional / monthly, 2 weeks to end of month
- Corporate / quarterly, 4 weeks to end of quarter
- Enterprise (receives an individual agreement)

(ii) termination by us:

We are entitled to terminate the contract with a notice period of 2 months to the end of a calendar month if the user repeatedly falls behind with due claims on his user account. In this case, the prerequisite for termination is that we have previously requested the user to pay at least once with a payment period of one week, but without success. The request for payment can be made by letter, fax or e-mail, no special form is required.

The right to extraordinary termination for good cause remains unaffected. An important reason for termination by us is given in particular if

i) the use by the customer endangers the operation or the security of the platform

ii) the user uses the services of TrustSource DeepSac, the Platform or the scanners for purposes that violate applicable law and/or the rights of third parties.

11. Miscellaneous concerning our Service "Knowledgebase"

a)   We providea) all of the TrustSource platform under the name "Knowlegdebase" with background information on topics related to Open Source in general as well as operating instructions for using the TrustSource services and the DeepScan service and best practices on methodology and procedures for dealing with licensing issues, handling known vulnerabilities or handling critical components.

This information and notes can be accessed and read in the version available on the platform by every visitor and user of the platform. We do not guarantee that this information and advice is available at all times.

b)   The information is prepared by us to the best of our knowledge and updated to an appropriate extent. We cannot guarantee that this information is always up to date.

Notes on operation and on the methodology and procedure are a help for the user. We do not guarantee that these notes will lead to a specific result.

A liability for the correctness of the content is only accepted in cases of intentional or grossly negligent action.

c)   The copyright for all content published on the platform, regardless of its type or embodiment, is due solely to us, or, if appropriately identified, to the respective author or manufacturer.

12. Miscellaneous concerning our Service "Standard Support"

a)   We alsoa) offer customers of the paid API version interactive support for the use of the DeepScan service.

Support refers to the processing and resolution of requests for the use of the platform, via e-mail. We offer the customer the opportunity to submit a support request during support hours. The processing is carried out by us within the response time.

Support does not include consulting, education or training regarding the handling of legal issues or questions about software development or solution or architecture design. These services can be purchased separately via an additional consulting contract (see Extended Support).

b)   Depending on the agreement of the support contract, we provideb)   a support telephone number or access to an online support system on the platform.

If support is provided via a support telephone number, a customer service agent can be reached via this number during the agreed support hours. If this is not possible, for example if all agents are already busy

with inquiries, a message can be left on a mailbox. Messages in the mailbox are processed immediately in the order of receipt after an agent has become available.

If support is provided via the online support system, the customer receives his own access data to the support system upon registration and can enter support requests there directly.

c) The response time is set at 3 hours. Response time is the time between the receipt of the support request and the beginning of the processing by us. In general we guarantee during the service hours (Mo.-Fr. 0900-1800 CET, except public holidays in Germany)

If support staff cannot be reached directly by telephone, the response time is 4 hours. Days off (holidays and Sundays, German calendar) are not included in this time. If the receipt of the support request falls on a time outside the support time, the reaction time only starts with the beginning of the next support time.

d) It is incumbent upon the customer to provided) all relevant and necessary information in thed)   case of a support request, which is necessary for advice and assistance in the use of the platform in the form of support.

e) We are not liable for a certain success of the support. The liability for support is otherwise based on the general provisions of these GTC.

13. Miscellaneous concerning our Service "Extended Support"

a) For corporate and enterprise license customers we offer the possibility to purchase discounted specialized consulting services at discounted rates on an hourly basis. This includes architectural consulting, provided by the consultants of EOS (see https://www.eacg.de/eos).

b) The duration, notice periods, remuneration and scope of services (e.g. reaction times) are regulated in the respective individual agreements. The conditions of the Extended Support supplement these conditions.

14. Governing Law / Jurisdiction

These Terms and Conditions and all legal relations between EOS and the user/client/visitor shall be governed by the law of the Federal Republic of Germany.

Only these terms and conditions apply to the use and the resulting claims for remuneration; no other agreements apply.

Exclusive place of jurisdiction is Frankfurt am Main.