

License Terms for Greenbone OPENVAS Products

Status: May 21, 2025

1. Scope

- 1.1. The following License Terms contain the basic terms for the use of OPENVAS Products of Greenbone AG (Greenbone AG hereinafter referred to as "Greenbone").
- 1.2. Any terms and conditions of the Licensee deviating from these License Terms shall not apply unless Greenbone has expressly confirmed their applicability.
- 1.3. Greenbone does not offer OPENVAS Products to consumers.

2. Subject matter of the License Agreement, Definitions

- 2.1. Greenbone is a provider of IT solutions for vulnerability management of computer networks. With OPENVAS Products, Greenbone is offering software solutions for configuring and executing vulnerability scans, for performing vulnerability scans and for viewing and reporting of vulnerability scan data and Report data. All OPENVAS Products are designed to work together effectively and smoothly according to Licensee's needs.
- 2.2. "Greenbone Community Feed" is the access to a basic version of a database operated by Greenbone and containing information about potential vulnerabilities of computer infrastructure in order to update a vulnerability management solution with that information.
- 2.3. "Greenbone Enterprise Feed" is the access to the full version of a daily updated database operated by Greenbone and containing information about potential vulnerabilities of computer infrastructure in order to update a professional vulnerability management solution regularly with that information subject of a paid subscription.
- 2.4. "OPENVAS Report" is a software solution developed by Greenbone for importing, viewing and reporting of vulnerability scan data and Report data.
- 2.5. "OPENVAS Community" is a software solution developed by Greenbone for configuring and executing vulnerability scans via a connected sensor and to review and manage scan results, connected to and using the Greenbone Community Feed.
- 2.6. "OPENVAS Basic", "OPENVAS Professional" and "OPENVAS Enterprise" are software solutions developed by Greenbone for configuring and executing vulnerability scans via a connected sensor and to review and manage scan results, connected to and using the Greenbone Enterprise Feed.
- 2.7. "OPENVAS Sensor" is a software solution developed by Greenbone for performing vulnerability scans, being controlled by an OPENVAS Community, OPENVAS Basic, OPENVAS Professional or OPENVAS Enterprise software solution.
- 2.8. "OPENVAS Product" is any version of OPENVAS Report, OPENVAS Community, OPENVAS Basic, OPENVAS Enterprise and OPENVAS Sensor.
- 2.9. "Greenbone Enterprise Appliance" is a software solution developed by Greenbone for configuring and executing vulnerability scans and part of a predecessor product line to the OPENVAS Product line.
- 2.10. "Licensee" is any individual person or legal entity that has entered into a License Agreement with Greenbone regarding an OPENVAS Product or intends to do so.
- 2.11. "Licensee's Affiliate" is a company affiliated with Licensee within the meaning of §§ 15 ff. German Stock Corporation Act (AktG).

- 2.12. "Permitted User" is Licensee or an employee or contractor of Licensee or of a Licensee's Affiliate who acts on behalf of Licensee or of a Licensee's Affiliate while using the OPENVAS Product.
- 2.13. "Damage-prone Scanning Techniques" are aggressive forms of network scanning, in particular penetration testing, which in certain cases may lead to temporary or permanent impairment or damage of the Licensee's systems or loss of data.

3. Safety notice

The Licensee is aware that the scanning of IT systems, regardless of the scanning depth, can lead to disruptions of the scanned systems and services running on them, up to and including a total failure. OPENVAS Products should therefore be used only after a prior risk assessment and under the supervision of trained specialists, especially if scanning techniques shall be performed on critical systems whose failure could pose a significant risk to life and limb or to Reports of significant value.

4. Delivery, Usage requirements

- 4.1. OPENVAS Products are delivered as virtual appliances or pre-installed on a Greenbone hardware. If Licensee chooses to purchase a pre-installed OPENVAS Product the Greenbone hardware has to be purchased separately.
- 4.2. OPENVAS Sensor and OPENVAS Community are available for download free of charge. The download may require a free of charge registration of Licensee with Greenbone.
- 4.3. Specific system requirements may apply for each OPENVAS Product. Some OPENVAS Products require other OPENVAS Products in order to work effectively.
- 4.4. OPENVAS Report may only be connected to licensed Greenbone Enterprise Appliances or licensed versions of OPENVAS Basic, OPENVAS Professional or OPENVAS Enterprise.

5. Obtaining Licenses

- 5.1. OPENVAS Sensor and OPENVAS Community can be used free of charge. The provision for download by Greenbone constitutes an offer to conclude a license agreement in accordance with the applicable license terms. By downloading the OPENVAS Product Licensee accepts the offer and the license agreement is concluded.
- 5.2. Other OPENVAS Products require a paid subscription and/or an individual access key in order to work. A subscription may be purchased via a Greenbone webstore. In this case Licensee submits a binding offer to conclude a License Agreement with Greenbone by completing the order process for the selected OPENVAS Product and clicking on the button provided for this purpose. The receipt of the offer will be confirmed by sending a confirmation of receipt by email. Unless otherwise stated, this confirmation of receipt does not constitute acceptance of the offer. Notwithstanding the right to reject a Licensee without giving reasons, Greenbone declares the binding acceptance of Licensee's offer within 5 days after receipt of the order by an express declaration in the form of an order confirmation. Providing an access key or sending an invoice to Licensee is equivalent to an express declaration of acceptance.

6. Scope of Licenses

6.1. OPENVAS Report

If Licensee purchases a subscription for OPENVAS Report Greenbone grants Licensee a worldwide, non-exclusive, non-transferable and non-sublicenseable license to allow Permitted Users

to use an unmodified version of the Product on the terms of this Agreement for internal business purposes of Licensee or Licensee's Affiliates during the subscription period. The license is limited (a) in terms of connected appliances to Greenbone Enterprise Appliances owned by Licensee or Licensee's Affiliates and to the number and type of Greenbone Enterprise Appliances covered by the purchased subscription and (b) the number of Reports covered by the purchased subscription if connected to licensed OPENVAS Basic, OPENVAS Professional and/or OPENVAS Enterprise appliances.

Licensee is prohibited from (a) using the Product as a service provider for third parties, (b) providing copies of the Product to third parties or (c) using clones of the license.

Some components of OPENVAS Report are licensed under open source licenses. These components are not subject to the above license granted by Greenbone. Rights of use to the corresponding components are granted to Licensee directly by the rights holder in accordance with the applicable open source license terms. Detailed information on the components concerned and the applicable licenses can be found in the documentation supplied with the Product.

6.2. *OPENVAS Sensor*

If Licensee obtains a license for OPENVAS Sensor Greenbone grants Licensee a worldwide, non-exclusive, non-transferable and non-sublicenseable license to allow Permitted Users to use an unmodified version of the Product on the terms of this Agreement for internal business purposes of Licensee or Licensee's Affiliates.

Some components of OPENVAS Sensor are licensed under open source licenses. These components are not subject to the above license granted by Greenbone. Rights of use to the corresponding components are granted to Licensee directly by the rights holder in accordance with the applicable open source license terms. Detailed information on the components concerned and the applicable licenses can be found in the documentation supplied with the Product.

6.3. *OPENVAS Community*

If Licensee obtains a license for OPENVAS Community Greenbone grants Licensee a worldwide, non-exclusive, non-transferable and non-sublicenseable license to allow Permitted Users to use an unmodified version of the Product on the terms of this Agreement for internal business purposes of Licensee or Licensee's Affiliates.. OPENVAS Community may be used with Greenbone Community Feed only. OPENVAS Community and the respective license can be upgraded to OPENVAS Basic, OPENVAS Professional or OPENVAS Enterprise by purchasing a corresponding subscription and obtaining and installing a corresponding access key.

Some components of OPENVAS Community are licensed under open source licenses. These components are not subject to the above license granted by Greenbone. Rights of use to the corresponding components are granted to Licensee directly by the rights holder in accordance with the applicable open source license terms. Detailed information on the components concerned and the applicable licenses can be found in the documentation supplied with the Product.

6.4. *OPENVAS Basic, OPENVAS Enterprise*

If Licensee purchases a subscription for OPENVAS Basic, OPENVAS Professional or OPENVAS Enterprise Greenbone grants Licensee a worldwide, non-exclusive, non-transferable and non-sublicenseable license to allow Permitted Users to use an unmodified version of the Product on the terms of this Agreement for internal business purposes of Licensee or Licensee's Affiliates. The license is granted with a limited number of Reports. The maximum number of Reports the Product may be used with is determined by the selected Product.

Licensee is prohibited from (a) using the Product as a service provider for third parties, (b) providing copies of the Product to third parties or (c) using clones of the license.

Some components of OPENVAS Basic, OPENVAS Professional and OPENVAS Enterprise are licensed under open source licenses. These components are not subject to the above license granted by Greenbone. Rights of use to the corresponding components are granted to Licensee directly by the rights holder in accordance with the applicable open source license terms. Detailed information on the components concerned and the applicable licenses can be found in the documentation supplied with the Product.

- 6.5. Depending on the selected OPENVAS Product Licensee may be provided with an individual access key allowing Licensee to unlock all functions of the OPENVAS Product according to the selected subscription model. Licensee is obliged to keep the access key secret, not to pass it on to third parties and to use it exclusively with a single instance of the corresponding OPENVAS Product.

7. On-site Trials

- 7.1. Greenbone may grant Licensee the opportunity to test an OPENVAS Product for a limited period of time directly on-site free of charge or subject to a fee. If parties have agreed on a fee for the on-site trial and unless agreed otherwise the fee will be offset against the agreed remuneration for the subscription purchased by Licensee as a result of the on-site trial.
- 7.2. In the event of an on-site trial parties will agree on a specific evaluation period. Unless otherwise agreed, this period shall be 30 days.
- 7.3. Licensee shall be granted a test license within the scope of section 6 for the agreed evaluation period.
- 7.4. Licensee is obliged to delete all parts of the OPENVAS Product and the software solution within 30 days after the end of the evaluation period and to deactivate the virtual machine from Licensee's hypervisor and all downloaded images provided for the on-site trial. If Greenbone has provided Licensee with hardware, this must be returned to Greenbone within 30 days after the end of the evaluation period.
- 7.5. If Licensee decides to purchase a subscription to the tested OPENVAS Product Greenbone will inform Licensee whether the existing installation can be maintained and unlocked as a full version of the OPENVAS Product or must be replaced.

8. Audit Rights

- 8.1. OPENVAS Products subject to a charge are equipped with an audit report feature. This feature enables Licensee to generate an automatic audit report that contains information on the scope of use of the corresponding OPENVAS Product by Licensee (hereinafter "Audit Report"). The generated Audit Report can easily be transmitted to Greenbone and will be used by Greenbone to determine Licensee's compliance with the license terms.
- 8.2. Greenbone may make the renewal of a subscription dependent on the submission of an Audit Report for the corresponding OPENVAS Product by Licensee.
- 8.3. During an active subscription Greenbone may request the submission of an Audit Report from Licensee if Greenbone has reason to believe that Licensee uses the OPENVAS Product not in compliance with the applicable license terms. Irrespective of such suspicion Greenbone may request the submission of an Audit Report for each OPENVAS Product used by Licensee at least once every six months.

- 8.4. If Licensee does not comply with a legitimate request from Greenbone to submit an Audit Report within a reasonable period set by Greenbone, Greenbone may suspend access to the Greenbone Enterprise Feed or other Greenbone services until the Audit Report is submitted.
- 8.5. If the Audit Report reveals that Licensee has exceeded the agreed scope of use of the OPENVAS Product, Licensee shall pay Greenbone the corresponding underpayment within 14 days following a payment request by Greenbone.

9. Support and Maintenance

- 9.1. All OPENVAS Products are provided with access to new releases and updates Greenbone may provide for the corresponding OPENVAS Product. In addition, OPENVAS Report, OPENVAS Professional and OPENVAS Enterprise are also provided with access to Greenbone's support and maintenance services. Support includes access to Greenbone's support hotline and ticketing system as well as to services for troubleshooting as set forth in sections 8.2. to 8.3.
- 9.2. Greenbone shall analyze any errors of an OPENVAS Product authorized for support services that has been detected or reported by Licensee (hereinafter collectively referred to as "Malfunctions") and eliminate them within a reasonable period of time. Unless otherwise agreed, Greenbone shall be available on weekdays (Lower Saxony working days) between 9:00 a.m. and 5:00 p.m. German time except 24th and 31st of December (hereinafter referred to as "Service Time") for the receipt of notifications of Malfunctions via Support Portal (<https://support.greenbone.net>), email (support@greenbone.net) and telephone (+49 (0) 541 760278-30). Product documentation is available at <https://docs.greenbone.net>.
- 9.3. Greenbone is required to begin analyzing and eliminating any Malfunction within the following response times:
 - In case of a Malfunction that prevents the use of the OPENVAS Product or the use of an essential function of the OPENVAS Product (Malfunction Class 1), the response time is three hours after the Malfunction has been reported within the Service Time. Greenbone will start and continue to work with highest priority within the Service Time until the Malfunction is resolved.
 - In case of a Malfunction that does not insignificantly hinder, but does not prevent, the use of the OPENVAS Product or an essential function of the OPENVAS Product (Malfunction Class 2), the response time is six hours after the Malfunction has been reported within the Service Time. Greenbone will start and continue to work within the Service Time until the Malfunction has been eliminated.
 - In case of all other Malfunctions (Malfunction Class 3) Greenbone shall start to eliminate the Malfunction latest on the next working day and shall continue the work until the Malfunction has been eliminated within the Service Time.

The response time shall be deemed to have been met if Greenbone has started the work of analyzing and eliminating the Malfunction within the scheduled time.

10. Remuneration, Terms of payment

- 10.1. Licensee is obliged to pay the agreed remuneration to Greenbone, the amount of which depends on the purchased subscription resp. OPENVAS Product.
- 10.2. The subscription fee shall be due for payment in advance at the beginning of each subscription period for the entire subscription period.
- 10.3. Licensee agrees that invoices addressed to Licensee may be transmitted in electronic form, at Greenbone's discretion, by email to the email address provided by Licensee.

11. Term and Termination of the License Agreement

- 11.1. If the subject of the License Agreement is the use of OPENVAS Report, OPENVAS Basic, OPENVAS Professional or OPENVAS Enterprise, the License Agreement is concluded for the duration of the agreed subscription period. The License Agreement ends automatically at the end of the agreed subscription period if the parties have not agreed on a renewal of the subscription.
- 11.2. If the subject of the License Agreement is the use of OPENVAS Sensor or OPENVAS Community, the License Agreement is concluded for an indefinite period of time. Either party may terminate the License Agreement by giving one month's notice in text form to the other party.
- 11.3. The right to terminate the License Agreement for good cause remains unaffected.

12. Warranty

- 12.1. Greenbone will endeavor to continuously develop its products and keep them up to date. However, it is not technically possible to develop and operate a vulnerability scanner that can always identify all known and potential vulnerabilities of any computer network. Therefore, Licensee cannot expect that all vulnerabilities will be detected with the help of the OPENVAS Products and Greenbone does not warrant that certain known or potential vulnerabilities of scanned systems will be reliably detected and reported to Licensee during a scanning process.
- 12.2. Greenbone does not warrant that the information presented by OPENVAS Products to a Permitted User regarding vulnerabilities of scanned systems is always accurate and sensibly prioritized. Licensee is obliged to check the information carefully before making decisions for further action based on this information.

13. Liability

- 13.1. Greenbone shall be liable for damages of the Licensee in accordance with the statutory provisions, provided that the damages have been caused intentionally or by gross negligence, are the consequence of the non-existence of a guaranteed quality of the performance, are based on a culpable breach of essential contractual obligations (see section 12.2), are the consequence of a culpable injury to health, body or life, or for which liability is provided under the German Product Liability Act. In case of a merely negligent breach of an essential contractual obligation (see clause 12.2), Greenbone's liability shall, however, be limited to such damages which can typically and foreseeably be expected to occur as a result of a use of an OPENVAS Product. This limitation shall not apply if damages are the consequence of an injury to health, body or life.
- 13.2. Essential contractual obligations are those contractual obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the Licensee may reasonably rely, and whose violation jeopardizes the achievement of the purpose of the License Agreement.
- 13.3. Apart from that, Greenbone's liability shall be excluded irrespective of the legal ground.
- 13.4. If Greenbone is liable for any loss of data of the Licensee under consideration of the above provisions, the liability shall be limited to the typical costs of restoration which would have been incurred if the Licensee had made back-up copies on a regular basis and according to the risks involved.
- 13.5. Greenbone shall not be deemed to be in breach of its obligations if, due to the use of an OPENVAS Product by a Permitted User, disruptions or failures of the Licensee's or Licensee's Affiliates systems or services are caused, provided that such disruption or failure is the result of the use of a scanning technique which is state of the art for such scans or vulnerability analyses.

- 13.6. If a Permitted User executes Damage-prone Scanning Techniques, Greenbone shall not be liable for any damage to the computer systems scanned in accordance with the order or for the loss of data, provided that the damage in question is a typical consequence of a corresponding Damage-prone Scanning Technique.

14. Confidentiality

- 14.1. The Parties shall keep information about the affairs of the respective other Party which they obtain during the performance of the License Agreement ("Confidential Information") confidential, shall not disclose it to third parties and shall use it only for the purposes of the performance of the Agreement. The obligation to keep information confidential shall not apply to information which

- is already known to the public at the time of transfer,
- the receiving party has proven to have been received lawfully from third parties, in particular without breach of existing confidentiality obligations,
- were already generally known at the time the contract was concluded or
- have subsequently become generally known without any breach of the obligations contained in this Agreement.

Furthermore, the obligation to maintain confidentiality does not apply to information that must be disclosed due to mandatory legal provisions, a legally binding court decision or an official order.

- 14.2. The confidentiality obligation shall continue to exist beyond the term of the contract with respect to all confidential information, insofar as and as long as such information is not or does not become public knowledge.

15. Data protection, data security

- 15.1. Greenbone collects, processes and uses personal data of Licensee. Information on data processing and data protection is contained in the separate Privacy Policy of Greenbone.
- 15.2. If it is agreed that Greenbone will process data on behalf of the Licensee and if the data to be processed may contain personal data, the parties undertake to conclude a data processing agreement in compliance with the statutory requirements prior to the commencement of the respective data processing.

16. Final provisions

- 16.1. Even if the webstore and the ordering process may be available in other languages this License Terms are available in English language only. Therefore, the language available for the conclusion of the contract is the English language only.
- 16.2. As far as this Agreement provides for the transmission of declarations or information by Greenbone to the Licensee, such transmission shall generally be effected by email to the email address provided by the Licensee.
- 16.3. If individual provisions of this contract are or become invalid, the validity of the remaining provisions shall remain unaffected.
- 16.4. The License Agreement concluded between the parties shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

- 16.5. If the Licensee is a merchant, a legal entity under public law or a special fund under public law, or if the Licensee has no general place of jurisdiction in the Federal Republic of Germany the exclusive place of jurisdiction for all claims arising from the License Agreement is Osnabrück, Germany. However, Greenbone may also sue the Licensee at his general place of jurisdiction.