

# General terms & conditions for end customers

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## §1 General

### 1.1 Valid date

Valid from September 1<sup>st</sup>, 2023, and replaces any previous versions.

### 1.2 Parties

These general terms and conditions regulate the relationship between the customer ("The Customer") and the Netherlands-based company Holm Security Benelux B.V. with corporate identity number 74312936 ("Holm Security").

### 1.3 Agreement documents

The related documents apply in the following order.

1. Customer-specific main contract ("The Main Contract").
2. Data processing agreement (if applicable).
3. General terms and conditions, which is this document.
4. SLA (Service Level Agreement).

In case of contradictions, the documents shall have priority in the above-stated order. The complete agreement between Holm Security and The Customer, including all contract documents and terms and conditions, are referred to as the contract ("The Contract").

### 1.4 Definition of customer

The Customer may be a natural person or a legal entity. The Customer may not extend The Contract between the parties to another party.

### 1.5 Scope

These general terms and conditions cover the following product versions. Each specific product is referred to as the product ("The Product") and all products referred as the platform ("The Platform") from here and onwards.

Products:
Holm Security VMP   Cloud (all versions, including Holm Security Professional)
Holm Security VMP   OnPrem (all generations and versions, including Holm Security VMP   Private Cloud)

### 1.6 Definition of Holm Security VMP | Cloud

The Product consists of software provided as a cloud service, supplemented by a license to software to be used for local scanning that is installed locally in The Customer's own IT environment.

### 1.7 Definition of Holm Security VMP | OnPrem

The Product consists of a license to software that is installed locally in The Customer's own IT environment.

### 1.8 Customer reference

Unless otherwise agreed in The Main Contract, Holm Security is allowed to use The Customer's name together with company logotype as a reference in sales and marketing material.

### 1.9 Transfer of contract

Holm Security is entitled to transfer The Contract to any other company in the Holm Security company group. The applicable conditions can be replaced by terms and conditions applicable in local law. The Customer has the right to terminate The Contract with immediate effect if the change of the conditions implies a direct and substantial deterioration. The Customer will be notified of The Contract takeover no later than fourteen (14) days prior to the transfer.

### 1.10 Communication

Holm Security is entitled to send out important information, related to product news and improvements,

cyber security threats and similar, to all users found in The Customer's Security Center account.

## §2 Scope

### 2.1 Specification

For specification of The Products, The Customer is referred to The Main Contract and the relevant sales material presented during the sales process.

## §3 Contract period

### 3.1 Start date

The contract period is stated in The Main Contract.

### 3.2 Renewal of contract

Unless otherwise stated in The Main Contract, renewal of the contract period takes place with the same period as the previous contract period.

## §4 Terms of payment

### 4.1 General

Unless otherwise stated in The Main Contract, the following payment terms apply.

- Private organizations: twenty (20) days
- Public organizations and governments: thirty (30) days

Payment shall be received by Holm Security no later than the due date. If payment has not been made after the due date, Holm Security is entitled to transfer the claim to another party and charge the statutory reminder fee and interest.

### 4.2 Shutdown of The Product

If the invoice has expired and at least ten (10) days have passed since the most recent contract period expired, Holm Security is entitled to shut down The Product until full payment has been made. The Customer is informed by email or letter at least three (3) days before The Product is shut down.

## §5 Termination

### 5.1 Notice time

Unless otherwise stated in The Main Contract, the period of notice for termination is at least ninety (90) days before the current contract period ends.

### 5.2 Termination

Termination of The Contract shall be done by an authorized person by filling out the web-based cancellation form:

- <https://www.holmsecurity.com/cancellation>

### 5.3 Backup

The Customer's information may be stored in Holm Security's backup systems for up to one (1) year after The Product has been terminated. The Customer may request that the information be removed earlier.

## §6 Charges for The Product

### 6.1 Invoice charge

Holm Security does not charge any fee related to sending invoices.

### 6.2 Objections to invoice

Objections to an invoice must be made in writing within ten (10) days from when the Customer received the invoice. If The Customer has objected to the invoice in time and presented reasonable grounds for opposing the invoice, Holm Security shall allow an extension of time for payment of the disputed amount. If an extension of time is allowed, interest on overdue payment is charged for the part of the disputed amount that the account holder is liable to pay.

### 6.3 General price adjustments

The Customer shall be informed of major price increases, fifteen (15) percent or more, for The Product at least thirty (30) days before a new contract period commences. In the event of a major price increase, The Customer is entitled to cancel The Contract within seven (7) days from the date on which the increase was announced. Holm Security has the right to inform The Customer of a price increase via The Customer's email contact or by letter. A price reduction does not need to be announced in advance. General price increases and index price adjustments

together, according to section 6.10, cannot be more than twenty-five (25) percent per calendar year.

#### **6.4 Promotions**

Temporary promotions do not apply to existing Customers.

#### **6.5 Operator costs**

Holm Security does not cover operator costs in connection with The Customer's telephone contacts with Holm Security's support.

#### **6.6 Active and inactive IPs**

Pricing of network scanning is based on active and inactive IP numbers. Active IP numbers mean IP numbers that respond to requests and have application services and/or functions on one or more ports. Inactive IP numbers mean IP numbers that do not respond to requests and have no port open. Scanning an inactive IP number with the setting "Include dead hosts in scan" switched on at Security Center means that the IP number will be charged in the same way as an active IP number.

#### **6.7 Exceeding license numbers**

If The Customer exceeds the agreed license numbers for The Product, Holm Security shall inform The Customer via email of the applicable charge for the number in excess. The Customer may then choose to reduce the number, or increase the number, for the specified amount. If The Customer does not decide within thirty (30) days, a charge will be made for the excess number with the same price stated in The Main Contract. The charge will occur until the end of the ongoing contract period.

#### **6.8 Larger number of inactive IPs using System & Network Scanning (previously called Network Scanning)**

If the number of inactive IP numbers is not specified in the price section in The Main Contract, the number of active IP numbers should not be less than fifteen percent (15) of the total number of IPs scanned with System & Network Scanning.

#### **6.9 License audit**

Holm Security is entitled to access The Customers asset data using Security Center to perform a license audit. The purpose of the license audit is to compare the license number in use to the license number according to The Main Contract.

#### **6.10 Index price adjustment**

Holm Security is entitled to apply an index price adjustment to the current license price in relation to each invoice, but a maximum of once per calendar year. The adjustment is calculated by using Consumer Price Index (CPI) plus three (3) percentage units. Index price adjustments are limited to a maximum of fifteen (15) percent.

#### **6.11 License reduction**

The Customer can request a reduction of the number of licenses for one or more products in relation to the contract renewal by filling out the web-based form:

- <https://www.holmsecurity.com/license-reduction>

## §7 Transfer of The Product

#### **7.1 General**

The Customer has the right to transfer The Product to another party after Holm Security's consent. A transfer request shall be made in writing on a form provided by Holm Security.

## §8 Holm Security's responsibility

#### **8.1 Confidential handling**

Holm Security handles all data and information from The Customer as confidential information to safeguard The Customer's integrity. However, through a court order or a request from the police or other authority, Holm Security may be required to supply data and information about The Customer.

#### **8.2 Disruptions and the like**

Holm Security takes no responsibility for disruptions relating to any scans carried out by The Platform. Examples of disruptions include inaccessible systems, slow or stop functioning. Nor does Holm Security take responsibility for indirect damage relating to this type of problem, such as lower production, reduced turnover, reduced profit, or bad will.

### 8.3 Vulnerabilities and related information

Holm Security strives to keep its systems as updated as possible to identify vulnerabilities and also that information pertaining to vulnerabilities, such as information on patches, is as extensive as possible, however at the same time, Holm Security does not promise to discover all vulnerabilities or that full information is available.

## §9 The Customer's responsibility

### 9.1 Legal entity

Unless otherwise stated in The Main Contract, The Product may be used by one (1) legal entity as stated in The Main Contract.

### 9.2 Swedish law

The Customer undertakes to adhere to Swedish law. The Customer is responsible for all action taken through The Products.

### 9.3 Normal utilization

The Customer is responsible for ensuring that The Product is used for its correct purpose. If The Product is used in any other way, Holm Security has the right to immediately shut off The Product.

### 9.4 Updating customer information

The Customer is responsible for keeping information about The Customer's address, telephone number, email address, and contact person up to date in Holm Security's customer register. Holm Security should be informed of these changes by email, sent to the contact mentioned in The Main Contract or by email to:

- [info@holmsecurity.com](mailto:info@holmsecurity.com)

### 9.5 Hardware and software

The Customer's responsibility is to possess the hardware and software required to use The Product. It is also the responsibility of The Customer to have an internet connection, which is needed for using The Product.

### 9.6 License

The Customer is responsible for compliance with the restrictions in The Product that the license held by The Customer implies.

### 9.7 License belonging for System & Network Scanning

Unless otherwise stated in The Main Contract, a license which belongs to an IP (host) can only be moved to another IP if the previous IP is no longer relevant, because it is not in use anymore, or is not considered to be a security risk if there is an incident.

### 9.8 License belonging for Web Application Scanning

Unless otherwise stated in The Main Contract, a license which belongs to a web application (URL) can only be moved to another web application if the previous web application is no longer relevant, if the web application has been discontinued or is not considered to be a security risk if there is an incident.

### 9.9 License belonging for Phishing & Awareness Training (previously called Fraud Risk Assessment)

Unless otherwise stated in The Main Contract, a license belonging to a user (email address) can only be moved to another user if the previous user no longer is working at the organization, or for any other reason e.g. the user is no longer a security risk if exposed to email attacks.

### 9.10 Usage after end date

In the case that The Customer has terminated The Contract, The Customer is responsible to stop using The Platform and uninstall and remove any installed software within thirty (30) days after the end date.

### 9.11 Hacking of software

Only after written consent, The Customer is allowed to perform penetration testing, hacking attempt or reverse engineering on software or cloud services provided with The Products.

## §10 Integrity using cloud

### 10.1 General

Terms for section 10 applies when using Holm Security VMP | Cloud.

### **10.2 Data centers and storage for European customers not within EU/ESS or Sweden**

If The Customer is a European organization not within EU/ESS or Sweden, The Platform will be hosted in data centers within the EU/EES region and data storage will be within the EU/EES region.

### **10.3 Data centers and storage for customers in Sweden**

If The Customer is a Swedish organization, The Platform will be hosted in data centers in Sweden and data storage will be in Sweden.

### **10.4 Data centers and storage for customers in Asia, not Malaysia**

If The Customer is an Asian organization, not within Malaysia, The Platform will be hosted in data centers within Asia and data storage will be within Asia.

### **10.5 Data centers and storage for customers in Malaysia**

If The Customer is a Malaysia organization, The Platform will be hosted in data centers in Malaysia and data storage will be in Malaysia.

### **10.6 Protection of data**

Holm Security guarantees to protect The Customer's data in The Product with all means possible.

### **10.7 Statistics based on data**

Holm Security generates statistics based on The Customer's data in The Platform to improve the products. The Customer and its data and information are anonymous and cannot be connected to The Customer.

### **10.8 Logs**

Holm Security keeps logs of events in The Product and may check these in troubleshooting cases or cases of abuse. The logs typically consist of time and event descriptions.

### **10.9 Changing information**

Information for The Product may only be ordered or changed by The Customer him/herself or by Holm Security at The Customer's request. New information or altered information is only distributed to registered customer contacts.

## **§11 Intellectual property and grant of a license**

### **11.1 Ownership and intellectual property rights**

The ownership and all intellectual property rights to the software provided to The Customer remain with Holm Security and/or third parties. Thus, no title or copyright is transferred to The Customer.

### **11.2 Grant of license**

Software provided by Holm Security to The Customer as part of The Product is licensed to The Customer on the terms and conditions set forth in this section 11.2 and 11.3. Subject to The Customer's payment of the applicable fees, Holm Security hereby grants to The Customer a non-exclusive, non-transferable license to use the software in object code format for The Customer's own business activities, in accordance with the terms set out in The Contract and these general terms and conditions, during the term of The Contract. The Customer may not sublicense the software (neither to its own affiliates nor to other parties) unless such a right is stated explicitly in The Contract.

### **11.3 Open-source components**

Notwithstanding what is stated in section 11.2, open-source components included in the software provided by Holm Security to The Customer are governed by the applicable open-source license terms. Information about which open-source components are included in The Product, information about copyright holder, the applicable license terms, and the source code of the open-source components are available at:

- <https://www.holmsecurity.com/information-about-open-source>

### **11.4 Phishing & Awareness Training content**

The ownership and intellectual property rights to videos, images, and text content related to the product Phishing & Awareness Training remains with Holm Security. For The Customer to be allowed to use the material other than intended within The Product, written consent from Holm Security is required.

## §12 Amendment of terms

### 12.1 Limitation

Terms under this section only apply if the terms and conditions are not attached with The Main Contract.

### 12.2 Notice of amendment

These general terms are valid until further notice. Notice of amendments to these terms that imply a direct and substantial deterioration for The Customer is given at least thirty (30) days before they enter into force. The Customer is entitled to immediately terminate The Contract if the amendment signifies a direct and substantial deterioration.

### 12.3 Improved terms

Notice of amendments and adjustments of these terms implying improvements usually are not given.

### 12.4 Contact channel

Holm Security informs The Customer of amendments to the terms through the email address stated in The Main Contract.

times the valid amount at the time of claiming arbitration procedure under the Dutch National Insurance Act, the dispute shall be settled by Amsterdam court. However, for due unpaid claims for a product supplied, a party may bring the matter before a general court. To be valid, claims by reason of a certain agreement shall be presented in writing to the other party not later than ninety (90) days after the right to claim arose.

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## §13 Force majeure

### 13.1 General

Holm Security shall be exempt from damages and other penalties if Holm Security's undertakings are prevented or essentially hampered by circumstances over which Holm Security has no control or possibility of foreseeing, such as extensive power failure, work conflict, enactment, action by an authority, war, strike or similar circumstances.

## §14 Dispute

### 14.1 General

A dispute concerning interpretation or application of The Contract and hence appurtenant legal relationship shall be finally settled by arbitrators in accordance with Dutch law. The arbitration proceedings shall take place in Amsterdam, whereby Dutch law and the Dutch language shall apply. The arbitrators shall apply the rules of the Dutch Code of Judicial Procedure on legal expenses and voting. Should the disputed amount be below ten (10)