

# General terms & conditions for Holm Security's services

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Applicable as from 1 April 2018

## §1 General terms

### 1.1 Parties

These general terms and conditions regulate the relationship between the customer ("The Customer") and Holm Security, company name H.O.L.M. Security Sweden AB, Corporate Identity Number 559030-4217, ("Holm Security") applicable to all of Holm Security's services ("Services").

### 1.2 Application

In the application of these terms, the general terms and conditions apply in the first instance, subsequently the SLA (Service Level Agreement) and lastly the customer specific agreement. ("The Agreement").

### 1.3 Definition of customer

The customer may be a natural person of age or a legal entity. The agreement between the parties may not be extended by the Customer to a further party.

### 1.4 Definition of service

Service means the Customer rents part of Holm Security's shared server environment (cloud service) as well as software which the Customer installs locally in his/her IT environment.

### 1.5 Customer reference

Unless the customer has expressed other wishes, Holm Security may use the Customer's name together with logotype as a reference at Home Security's website and in printed material.

### 1.6. Contract takeover

Holm Security is entitled to transfer the agreement with the Customer to a local subsidiary controlled by Holm Security. The applicable conditions can be replaced by terms and conditions applicable in local law. The Customer has the right to terminate the agreement 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.

## § 2 Scope

### 2.1 Specification

For specification of the Service, the Customer is referred to the Agreement or the order confirmation ("The Order Confirmation"), and also to the relevant website and relevant information sheet at the time the order is placed.

## § 3 Contract period

### 3.1 Specification

The contract period may be seen in the Agreement.

### 3.2 Renewal of contract

Renewal of the contract period takes place with the same period as the latest contract period. For subscription customers who do not automatically want to extend their subscription, the Customer is responsible for cancelling automatic renewal of the subscription by sending an email to the email address in The Agreement.

## § 4 Terms of payment

### 4.1 General

Unless otherwise agreed and seen in the Agreement, payment within twenty (20) days applies for private organizations and thirty (30) days for public activities. Payment shall be received by Holm Security not later than on the payment date. If payment has not been made after the payment date, Holm Security is entitled to transfer the claim to another party and also charge the statutory reminder fee and interest under the Interest Act.

### 4.2 Shutdown of service

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 Service until full payment has been made. The Customer is informed by e-mail or letter at least three (3) days before the Service is shut down.

## **§ 5 Notice of termination**

### 5.1 General

Unless otherwise agreed and seen from the Agreement, the period of notice is thirty (30) days.

### 5.2 Written termination

Termination shall be in writing through a letter or e-mail in which the customer number is given. The written termination shall be signed or contain a signature from a competent person.

### 5.3 Breach of contract

Home Security has the right to shut off or terminate the Customer's Service with immediate effect if the Customer has breached any of the paragraphs of these terms of contract.

### 5.4 Backup

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

## **§ 6 Charges for the Service**

### 6.1 Invoice charge

Holm Security does not charge a billing fee.

### 6.2 Objections to invoice

Objections to an invoice are made in writing ten (10) days from the date on which the Customer received the invoice. If the Customer has objected to the invoice in time and presented reasonable grounds for opposing the invoice, Home Security shall allow an extension of time for payment of the disputed amount. If 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 Tariff changes

The Customer shall be informed of tariff changes for the Service at least thirty (30) days before a new contract period commences. A tariff reduction does not need to be announced in advance. In the event of a tariff 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 tariff change via the Customer's e-mail contact or by letter.

### 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 IP number and also "dead units"

Pricing of network scanning is based on active and inactive IP numbers. Active IP numbers means IP numbers that respond to requests and have services/functions on one or more ports. Inactive IP numbers means 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 for in the same way as an active IP number.

### 6.7 Exceeding numbers

In the event that the Customer exceeds the agreed numbers for the Service, Holm Security shall inform him/her via e-mail 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 make a decision within 21 days, a charge will be made for the excess number. The charge will occur until the end of the ongoing contract period.

## **§ 7 Transfer of the Service**

### 7.1 General

The Customer has the right to transfer the Service to another party after Holm Security's consent. A request for transfer 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 information from the Customer as confidential information in order to safeguard the Customer's integrity. However, Holm Security may through a court order or request from the police or other

authority be required to supply information on the Customer.

#### 8.2 Disruptions and the like

Holm Security takes no responsibility for disruptions relating to scannings carried out by the Service. Examples of disruptions include systems and services that are inaccessible, 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 in order 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.

### § The Customer's responsibility

#### 9.1 Legal entity

Unless otherwise stated in the Agreement, the Service may be used by one (1) legal entity.

#### 9.2 Swedish law

The Customer undertakes to adhere to Swedish law. The Customer is responsible for all action taken through his/her Services.

#### 9.3 Normal utilization

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

#### 9.4 Updating customer information

The Customer is responsible for keeping information about the Customer's address, telephone number, e-mail address and contact person up to date in Holm Security's customer register. Holm Security should be informed of changes by e-mail or changes should be made by the Customer by means of the control panel.

#### 9.5 Hardware and software

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

#### 9.6 License

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

#### 9.7 License belonging for network scanning

Unless otherwise stated in the agreement, a license which belongs to an IP (host) can only be moved to another IP if the previous IP is no longer relevant, because is it 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 agreement, 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 fraud risk assessment

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

### §10 Integrity

#### 10.1 Data centers and storage for European customers

If the Customer is a European organization, but not Swedish, the data centers and data storage for the Service will be within the borders of the EU/EES region.

#### 10.2 Data centers and storage for Swedish customers

If the Customer is a Swedish organization the data centers and data storage for the Service will be within the borders of Sweden.

### 10.3 Data centers and storage for Malaysian customers

If the Customer is a Malaysian organization the data centers and data storage for the Service will be within the borders of Malaysia.

### 10.4 Secrecy

Holm Security guarantees not to study or in any way use the data stored in the Service.

### 10.5 Statistics

Holm Security generates statistics based on data in the Service in order to improve the Service. The Customer is always anonymous unless otherwise agreed with the Customer.

### 10.6 Logs

Holm Security keeps logs of events in the Service and may check these in troubleshooting cases or cases of abuse. The logs normally consist of time and event.

### 10.7 Changing information

Information for the Service 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 Amendment of terms

### 11.1 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 his/her Service if the amendment signifies a direct and substantial deterioration.

### 11.2 Improved terms

Notice of amendments and adjustments of these terms implying improvements is normally not given.

### 11.3 Contact channel

Holm Security informs the Customer of amendments to the terms through the e-mail address given by the Customer or by letter.

## § 12 News letter

### 12.1 General

As long as the Customer does not actively deregister his/her interest, Holm Security sends news and offers by e-mail or letter to the Customer.

## § 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 circumstance.

## § 14 Dispute

### 14.1 General

A dispute concerning interpretation or application of this agreement and hence appurtenant legal relationship shall be finally settled by arbitrators in accordance with Swedish law. The arbitration procedure shall take place in Stockholm whereby Swedish law and the Swedish language shall apply. The arbitrators shall apply the rules of the Swedish Code of Judicial Procedure on legal expenses and voting. Should the disputed amount be below ten (10) times the valid amount at the time of claiming arbitration procedure under the Swedish National Insurance Act (1962:381), the dispute shall be settled by Stockholm City Court. However, for due unpaid claims for a Service 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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