

General terms & conditions for end customers

§1 General

1.1 Valid date

Valid from August 23rd 2021 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") applicable to all of Holm Security's services ("The Service").

1.3 Agreement documents

The documents related applies in the following order:

1. Customer specific main contract ("The Agreement").
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.

1.4 Definition of customer

The customer may be a real person or a legal entity. The agreement between the parties may not be extended by The Customer to another party.

1.5 Scope

The following Services are covered by this general terms and conditions.

Services:
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 Service 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 Service 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 Agreement, 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 agreement 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 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.

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 Services, The Customer is referred to The Agreement and to the relevant sales material presented during the sales process.

§3 Contract period

3.1 Specification

The contract period is stated in The Agreement.

3.2 Renewal of contract

Unless otherwise agreed in The Agreement, renewal of the contract period takes place with the same period as the latest contract period.

§4 Terms of payment

4.1 General

Unless otherwise agreed in The Agreement, the following payment terms applies.

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

Payment shall be received by Holm Security not later than on 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 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 email or letter at least three (3) days before The Service is shut down.

§5 Termination

5.1 General

Unless otherwise agreed in The Agreement, the period of notice for termination is at least thirty (30) days before the current contract period ends.

5.2 Termination

Termination shall be done by an authorized person by email. The termination notice should be sent to:

- cancellation@holmsecurity.com

5.3 Backup

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

§6 Charges for The Service

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 done in writing within 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 email 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 IPs

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 and/or 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 license numbers

In the event that The Customer exceeds the agreed license numbers for The Service, 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 make a decision within thirty (30) days, a charge will be made for the excess number with the same price as stated in the The Agreement. The charge will occur until the end of the ongoing contract period.

6.8 Network Scanning - 15 % rule

If the number of inactive IP numbers is not specified in price section in The Agreement, the number of active IP numbers should not be less than fifteen percentage (15 %) of the total number of IPs scanned with Network Scanning.

6.9 License audit

Holm Security is entitled 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, in relation to the license number according to The Agreement.

6.10 Index price adjustment

Holm Security is entitled to apply an index price adjustment to the current license price in relation to contract renewal. The adjustment is calculated by using consumer price index (CPI) plus three percentage (3 %) units.

§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 data and 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 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 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.

§9 The Customer's responsibility

9.1 Legal entity

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

9.2 Swedish law

The Customer undertakes to adhere to Swedish law. The Customer is responsible for all action taken through The 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, 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 Agreement or by email to info@holmsecurity.com.

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 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 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 (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 no longer is a security risk if exposed to email attacks.

9.10 Usage after end date

In case of that The Customer have terminated The Agreement, The Customer is responsible for stop using The Services and uninstalling and remove any installed software after the end date for The Services.

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 Services.

§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 and Asian 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. If The Customer is an Asian organization, the data storage will be in Asia.

10.3 Data centers and storage for European customers

Unless otherwise agreed in The Agreement, if The Customer is a European organization, The Service will be provided from within Europe and vulnerability data will be stored within Europe.

Unless otherwise agreed in The Agreement, if The Customer is a Swedish organization, The Service will be provided from Sweden and vulnerability data will be stored within Sweden.

10.4 Data centers and storage for Asian customers

Unless otherwise agreed in The Agreement, if The Customer is an Asian organization, The Service will be provided from within Asia and vulnerability data will be stored within Asia.

Unless otherwise agreed in The Agreement, if The Customer is a Malaysian organization, The Service will be provided from Malaysia and vulnerability data will be stored within Malaysia.

10.5 Protection of data

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

10.6 Statistics based on data

Holm Security generates statistics based on The Customer's data in The Service in order to improve The Service. The Customer and its data and information is always anonymous and can not be connected 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 description.

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 Intellectual property and grant of license

11.1 Ownership and intellectual property rights

The ownership and all intellectual property rights to the software provided to The Customer remains 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 its Services 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 Customer's own business activities, in accordance with the terms set out in the Agreement and these General terms and conditions, during the term of the Agreement. The Customer may not sublicense the software (neither to its own affiliates or to other parties) unless such a right is specifically stated in the Agreement.

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 Services, 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>

§12 Amendment of terms

12.1 Limitation

Terms under this section only applies if the terms and conditions are not attached with The Agreement.

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

12.3 Improved terms

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

12.4 Contact channel

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

§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 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.
