

General terms & conditions for partners

§1 General

1.1 Valid date

Valid from August 23rd 2021 and replaces any previous versions.

1.2 Parties

These general terms of contract regulate the relationship between the reseller ("The Partner") and the Netherlands based company Holm Security Benelux B.V. ("Holm Security"), corporate Identity number 74312936 applicable to Holm Security's products and services ("The Product").

1.3 Agreement documents

The documents related applies in the following order:

1. Partner specific main contract ("The Agreement").
2. General terms and conditions, which is this document.
3. Data processing agreement (optional).

In case of contradictions, the documents shall have priority in the above stated order.

1.4 Definitions

- The Partner can be a distributor, any type of reseller, e.g. IT consultancy company, SP (Service Provider), MSP (Managed Service Provider) or MSSP (Managed Security Service Provider).
- End customer ("The End Customer") means the Partner's customer using The Service.

1.5 Transfer of contract

Holm Security is entitled to transfer The Agreement and terms and conditions 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 Partner has the right to terminate the agreement with immediate effect if the change of the conditions implies a direct and substantial deterioration. The Partner will be notified of the contract takeover no later than fourteen (14) days prior to the transfer.

1.6 Partner reference

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

1.7 Partner compensation

Unless otherwise agreed in The Agreement, The Partner is not entitled to compensation in the event of operational disruptions or other problems with The Service for The End Customer. The End Customer is compensated according to section 7.

1.8 License audit

Holm Security is entitled access asset data in The Partner's Back Office, Organizer and the End Customer's 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 and/or The End Customer Agreement.

1.9 Price adjustments for MSSP partners

Price adjustments applies earliest thirty (30) days after notification. For existing customers, price adjustments apply starting from when the current contract period is renewed.

§2 Contract period

2.1 Contract period

Unless otherwise agreed in The Agreement, the contract period is one (1) year.

2.2 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.

2.3 End customer contract period

The End Customer contract period should be the same as the agreed contract period between The Partner and Holm Security. If The Partner agrees with The End Customer to cancel the contract between The Partner and The End Customer before the end of the previously agreed contract period, The Partner is still obligated to follow through the full contract period in relation to Holm Security.

§3 Termination

3.1 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.

3.2 Termination

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

- cancellation@holmsecurity.com

3.3 Backup

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

§4 Responsibility of The Partner

4.1 Best effort

The Partner shall do its best effort to distribute or resell The Service and reach the agreed sales goal stated in The Agreement.

4.2 Exceeding license

The Partner shall do its best effort to monitor The End Customer's license usage. In case The Partner ignore if The End Customer is exceeding their license for a period longer than thirty (30) days in combination with at least two (2) reminders from Holm Security, Holm Security is entitled to charge for the exceeding license usage.

4.3 MSSP partner orders & cancelations

MSSP partners should make orders for new customers by filling out a designated web-based form found at <https://www.holmsecurity.com/mssp>.

4.4 End customer support

Holm Security measure end customer usage of The Product. If The End Customer is not using The Product as recommended, or is not using their full license looking at products and number of licenses, Holm Security is entitled to take support actions and directly contact The End Customer to improve usage of The Product.

§5 Amendment of terms

5.1 Limitation

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

5.2 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 Partner is given at least thirty (30) days before they enter into force. The Partner is entitled to immediately terminate his/her Service if the amendment signifies a direct and substantial deterioration.

§6 Exclusivity

6.1 General

Unless otherwise agreed in The Agreement, Holm Security does not give The Partner an exclusive right to distribute or resell The Service. The Partner is allowed to distribute or resell competing services.

§7 Terms & conditions for The End Customer (EULA)

7.1 Terms and conditions for The End Customers

The Partner is responsible to ensure that General terms and conditions for end customers and SLA (Service Level Agreement) found at the address below, are included in the contract with the End Customers.

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

§8 License audit

8.1 Holm Security audit

Holm Security is entitled to access The Partner's Back Office, Organizer and The End Customer's 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 Contract and/or The End Customer Agreement.

8.2 Partner audit

If asked for by Holm Security, The Partner should provide a full license overview including the following within thirty (30) days:

- Full customer name
- Agreed license amount for each product
- Actual license usage for each product

§9 Payment terms

8.1 General

Unless otherwise agreed in The Agreement, the payment term is twenty (20) 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.

8.2 Shutdown of service

If the invoice has expired and at least twenty (30) 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 Partner is notified by email at least two (2) days before The Service is shut down.

8.3 Transfer of The End Customer from reseller

In case of The Partner is a reseller and does not pay for The Service within sixty (60) days, in combination with at least two (2) email notifications from Holm Security, Holm Security is entitled to transfer The End Customer to be a direct end customer to Holm Security.

8.4 Transfer of resellers from distributor

In case of The Partner is a distributor and does not pay for The Service within sixty (60) days, in combination with at least two (2) email notifications from Holm Security, Holm Security is entitled to transfer the resellers be a direct reseller to Holm Security.

§10 Force majeure

9.1 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.

§11 Dispute

10.1 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.
