

General terms & conditions for partners

§1 General

1.1 Valid date

Valid from October 1st, 2022, and replaces any previous versions.

1.2 Parties

These general terms of contract regulate the relationship between the distributor or 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 ("The Product"). All products are referred to as the platform ("The Platform").

1.3 Agreement documents

The documents related apply in the following order:

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

In case of contradictions, the documents shall apply 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).
- The End customer ("The End Customer") is the organization using The Platform.

1.5 Transfer of contract

Holm Security is entitled to transfer The Contract 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 Contract 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 before the transfer.

1.6 Partner reference

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

1.7 Partner compensation

Unless otherwise agreed in The Contract, The Partner is not entitled to compensation in the event of operational disruptions or other issues with The Platform for The End Customer. The End Customer is compensated according to the current SLA (Service Level Agreement).

1.8 Exclusivity

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

§2 MSSPs

2.1 Limitation

The terms in this section apply if The Partner is defined as an MSSP partner.

2.2 Pricing

The MSSP pricing is based on the official MSSP price list provided by Holm Security. The price list states the pricing for the MSSP partner and the recommended end-customer pricing.

2.3 Price adjustments

Price adjustment is announced to the MSSP partner during the third quarter of each year. The announced pricelist enters into effect on January 1st the following year. Price adjustments apply when contracts are

renewed and not during the current contract period (regardless of payment frequency).

2.4 MSSP partner orders & cancelations

MSSP partners should make orders for new customers and cancellation of existing customers by filling out a designated web-based form:

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

§3 Contract period

3.1 Contract period

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

3.2 Renewal of contract

Unless otherwise agreed in The Contract, renewal of the contract period will be done with the same period as the latest contract period.

3.3 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.

§4 Termination

4.1 Notice time

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

4.2 Termination notice

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

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

4.3 Backup of partner data

The Partner's information may be stored in Holm Security's backup systems for up to one (1) year after The

Platform has been terminated. The Partner may request that the information be removed earlier.

§5 Responsibility of The Partner

5.1 Best effort

The Partner shall make its best effort to distribute or resell The Platform and reach the agreed sales goal stated in The Contract.

5.2 Exceeding license

The Partner shall make its best effort to monitor The End Customer's license usage. In case The Partner ignores if The End Customer exceeds 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.

5.4 End customer support

Holm Security measures The End Customer usage of The Platform. If The End Customer is not using The Platform 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 the usage of The Platform.

5.5 Terms & conditions for The End Customer (EULA)

The Partner is responsible for ensuring 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>

§6 Amendment of terms

6.1 Limitation

The terms in this section apply if the terms and conditions are attached with The Contract and are so-called non-fixed.

6.2 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 The Contract if the amendment signifies a direct and substantial deterioration.

§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 license audit aims 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 complete 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

9.1 Limitation

The terms in this section apply when End Customer payments go through The Partner to Holm Security.

9.2 General

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

9.3 Transfer of claim

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 can transfer the claim to another party and charge the statutory reminder fee and interest.

9.4 Shutdown of The Platform

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 Platform until full payment has been made. The Partner is notified by email at least two (2) days before The Platform is shut down.

9.5 Transfer of The End Customer from The Partner

In case of The Partner is a reseller and does not pay for The Platform 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.

9.6 Transfer of resellers from a distributor

In case of The Partner is a distributor and does not pay for The Platform 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 Other terms

10.1 Force majeure

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.

10.2 Dispute

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) 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.
