

General terms & conditions for using software

§1 General

1.1 Valid date

Valid from June 16th, 2025, and replaces any previous versions.

1.2 Parties

These general terms and conditions regulate the relationship between the user ("The Software User") of any software distributed by Holm Security and the Netherlands-based company Holm Security Benelux B.V. with corporate identity number 74312936 ("Holm Security").

§2 General terms for software usage

2.1 Improper use

Downloading any of Holm Security's software files for the purpose of analyzing, reverse engineering, or similar, or for any other usage that is not the intended use is a violation by The Software User.

2.2 Organization restrictions

Only the intended organization is allowed to implement and update the software. Handing over the software to any other organization is a violation by The Software User.

2.3 General restrictions

The virtual machine image, or any other software, provided by Holm Security ("The Software") contains proprietary software components licensed exclusively to the Software User under this Agreement.

The Software is licensed solely for execution in its intended, secured virtual environment and may not be disassembled, extracted, reverse engineered, modified, or booted in any context other than that prior expressly authorized by Holm Security.

Any attempt to separate, mount, or access the disk or file system included in the Image, including for the purpose of analysis, reproduction, or redistribution, is strictly prohibited and constitutes a material breach of this Agreement. No derivative work that includes or depends upon proprietary components of The Software may be distributed, disclosed, or commercialized without prior authorization from Holm Security.

2.4 Authorization for exception

A request for a written confirmation for an exception from these terms can be sent to our support, using the contact details found here:

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

§3 Specific terms for software usage

3.1 Device Agent

The Software User is allowed to download the Device Agent software file for implementation and updates according to the intended usage. The Software User is not allowed to copy or distribute the software file for any purpose other than the intended usage.

3.2 Scanner Appliance

The Software User is allowed to download the Scanner Appliance software for implementation and updates according to the intended usage. The Software User is not allowed to copy or distribute the software file/image for any purpose other than the intended usage.

3.3 On-premise core machine

The Software User is allowed to download the on-premise core machine software file for implementation and updates according to the intended usage. The Software User is not allowed to copy or distribute the software file/image for any purpose other than the intended usage.

3.4 Scanner Appliance usage with cloud-native platforms

If The Software User uses the Scanner Appliance versions for cloud-native platforms, such as Microsoft Azure, AWS (Amazon), Google Cloud, and Oracle Cloud, The Software User is not permitted to download the software as a file to storage outside of the actual cloud-native platform and is not allowed to create any copies of the file unless The Software User has first received written consent from Holm Security.

3.4.1 Specific terms for cloud-native platforms

If The Software User is not yet a paying customer to Holm Security, it's required by The Software User to contact Holm Security within three (3) business days after the download/installation to initiate the purchase of a license for Holm Security VMP by contacting the Holm Security sales department, using the contact details found here:

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

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.

§4 Force majeure

4.1 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.

§5 Dispute

5.1 General

A dispute concerning the 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