

General terms & conditions for partners

§1 General

1.1 Valid date

Valid from September 1st, 2024, 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 related documents 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 resell or distribute The Platform. The Partner is allowed to distribute or resell competing services.

1.9 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 can request to have the data removed earlier.

§2 Partner contract period

2.1 Contract period

Unless otherwise agreed in the contract period for The Contract between The Partner and Holm Security is one (1) year.

2.2 Renewal of contract

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

2.3 Termination notice

Termination of The Contract between The Partner and Holm Security must be done by an authorized person by filling out the web-based cancellation form:

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

§3 Terms for MSSPs

3.1 Limitation

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

3.2 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.

3.3 Billing

Unless otherwise agreed in The Contract, the MSSP is invoiced monthly in arrears, based on the highest number of licenses used for each product during the period.

3.4 Minimum amounts

Unless otherwise agreed in The Contract, the minimum amount of licenses is billed yearly upfront.

3.5 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).

§4 Terms for other partners

4.1 Limitation

The terms in this section apply to all other partner types (not MSSPs).

4.2 End customer contract period & notice time

If The Partner invoices The End Customer the following terms applies, unless there are specifically agreed terms for The End Customer between The Partner and Holm Security.

4.3 Contract time

The contract time between The Partner and The End Customer is the same as between The Partner and Holm Security.

Example:

If the contract period between The Partner and The End Customer is 24 months (2 years), the Partner is responsible for the payment towards Holm Security during the entire contract period, even if The End Customer does not make a payment to The Partner.

4.4 Cancellation of end customer contract

Unless anything else is agreed between The Partner and Holm Security for The End Customer, the in the contract, the cancellation time for The End Customer is a minimum of thirty (30) days. The contract with The End Customer is renewed automatically if not canceled according to these terms.

§5 Trials, quotes, orders, etc.

5.1 Partner Portal

For trials, quotes, orders, cancellations, and more related to The End Customer, the partner must use the designated forms found through the Partner Portal:

- <https://www.holmsecurity.com/partner-portal>

The date for the cancellation will be the date for submitting the cancellation form.

§6 Responsibility of The Partner

6.1 Best effort

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

6.2 Exceeding license

If The Partner invoices The End Customer, the following terms apply unless there are specifically agreed terms for The End Customer between The Partner and Holm Security. 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 one (1) reminder from Holm Security, Holm Security is entitled to charge The Partner for the exceeding license usage.

6.4 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.

6.5 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>

§7 License audit

7.1 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.

7.2 Partner audit

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

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

§8 Payment terms

8.1 Limitation

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

8.2 General

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

8.3 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.

8.4 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.

8.5 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.

8.6 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.

§9 Amendment of terms

9.1 Limitation

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

9.2 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.

§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.
