



# LICENSE TERMS FOR THE WHISTLEBLOWER PARTNERS SYSTEM

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*Version 2.0, The 12<sup>th</sup> of October 2023*

## 1. DEFINITIONS

1.1 In these License Terms the following definitions apply; “the Licensor” means Whistleblower Partners ApS, “the Licensee” means the Customer, “the Parties” means the Licensor and the Licensee, “the Screening Service” means the Whistleblower Partners Screening Service, “the System” and “the Licensed Product” means the Whistleblower Partners System, “subscription period” means the period of time the Licensee has licensed the System as specified in the Contract, “Users” means all employees, representatives, and other persons with access to the System.

## 2. INTRODUCTION

2.1 These Terms lay down the provisions that apply to all Licensee's purchase and usage of the System. If the Licensee has entered the Contract on the System and Screening Service combined, provisions in Terms & Conditions for the Screening Service apply mutatis mutandis. (See Terms & Conditions on our website: [Link](#).) The Licensee's Terms & Conditions will not be applicable to the Licensor unless there has been made an expressive separate written agreement thereof.



### 3. THE SYSTEM

- 3.1 The System is a web-based cloud portal, where employees (amongst others) of the Licensees, can file reports (whistleblower reports) of information on breaches of Union Law, acquired in a work-related context. The purpose of the System is to be the Licensee's internal reporting channel.
- 3.2 The System is established on the grounds of the Whistleblower Directive<sup>1</sup> and other legislation from the European Union (EU), requiring the Licensee to have an internal reporting channel, as referred to in the Whistleblower Directive's Article 3(1).
- 3.3 Statements made during sales of the Licensor are without significance to the Licensor's obligations unless otherwise has been agreed in the Contract.
- 3.4 Furthermore, Whistleblower Partners is a legal tech consultant firm specialized in consulting on the Whistleblower Directive and other legislation from the European Union (EU), requiring Licensees to have an internal reporting channel, as referred to in the Whistleblower Directive's Article 3(1). Whistleblower Partners provides Licensees with online internal whistleblower reporting channels (the System) and conducts screening of the reports (the Screening Service). Whistleblower Partners is not a law firm and does not act as such.
- 3.5 More information on the product information of the Licensor can be found on our website (<https://whistleblowerpartners.com/>).

### 4. PROPERTY RIGHTS

- 4.1 The Licensor, and / or third parties from whom the Licensor derives its rights, hold all property rights to the Licensed Product. The property rights include the copyright in accordance with the Danish Copyright Act<sup>2</sup>.
- 4.2 The Licensee, its users, and third parties who have access to the Licensed Product shall respect the property rights of the Licensor, and / or third parties from whom the Licensor derives its rights.



4.3 The Licensor's copyright to the Licensed Product includes (not exhaustive) the HTML code, text, images, and other literary / artistic works in or related to the Licensed Product.

4.4 The Licensor's copyright includes physical material if such is provided by the Licensor to the Licensee (e.g., user manuals, teaching materials, etc.).

## 5. THE RIGHT TO USE

5.5 The Contract gives the Licensee the right to use (only) the Licensed Product in the subscription / license period, under the conditions set out in the Contract and these Terms. The Licensee's right to use the Licensed Product is a time-limited, non-transferable, and non-exclusive right to use the Licensed Product, with subsequent updates of the Licensed Product.

5.6 The Licensee's right to use the Licensed Product is limited to normal usage. Normal usage is understood as usage, that is consistent with the purpose of the Licensed Product (See Section 3). However, with the purpose of internal use, the Licensee may make entries, manual searches, prints, copies (physically and electronically), and download parts of the Licensed Product.

5.7 The Licensee, nor third parties acting on behalf of the Licensee, may alter or change the Licensed Product, or other elements relating to the Licensed Product, including physical material if provided by the Licensor to the Licensee unless otherwise agreed separate and expressive in writing with the Licensor.

5.8 The Licensee may not remove the Licensor's characteristics (e.g., logos, product information, etc.) from the Licensed Product unless otherwise agreed to separate and expressive in writing with the Licensor.



## 6. TECHNICAL PREREQUISITES

- 6.1 The Licensee is responsible for acquiring and installing the necessary browser software for displaying and / or using the Licensed Product. The Licensee is aware that the Licensor's delivery of the Licensed Product depends on the Licensee's choice of browser software. The Licensee ensures that commonly used browsers are supported.
- 6.2 The Licensor is entitled to change its software with the effect that the Licensee must acquire and install new browser software in order to use the Licensed Product.
- 6.3 The Licensee is responsible for establishing the connection to the Licensor's servers, and for maintaining the connection.

## 7. UPDATES & CHANGES

- 7.1 The Licensor has the right to update the Licensed Product whenever the Licensor deems it necessary. The updates shall not restrict or change the Licensee's obligations or rights in relation to the Contract. Updates cannot constitute a breach of contract.
- 7.2 The Licensor is entitled to make changes and / or remove objects in / to the Licensed Product. The Licensor has freedom of choice when making changes and / or removing objects in the Licensed Product. The changes shall not restrict or change the Licensee's obligations or rights in relation to the Contract. Changes / Removals cannot constitute a breach of contract.
- 7.3 Removals of essential functions to the Licensed Product, that are inconsistent with the purpose of the Licensed Product, are subject to the provisions of Amendment. (See Section 19.2).

## 8. TROUBLESHOOTING

8.1 The Licensor provides no guarantee that the performance of the Licensed Product, and the connection to the Licensed Product, will be without interruptions. The same applies to content errors.

## 9. SUPPORT

9.1 The Licensee is entitled to telephone support and support via email from the Licensor's Help Desk. The support applies (only) in relation to the Licensed Product.

9.2 The Licensor has the freedom to plan and organize the execution of the support, including the time and place of execution of the support service.

## 10. DELIVERY

10.1 The Licensor shall deliver the Licensed Product in accordance with the time of delivery, the place of delivery, and the description of the Screening Service (Section 3), though with the limitations, as laid out in the Contract and these Terms.

10.2 The Licensor shall make the Licensed Product available for the Licensee upon request of the Licensee, which is coordinated between the Parties.



## 11. PAYMENT

11.1 The Licensee shall pay in accordance with the time of payment, the place of payment, and the amount as laid out in the Contract and these Terms.

- The Licensee is obligated to pay the price of the license specified in the Contract, in the currency specified in the Contract. If the Licensee has bought the System and Screening Service combined, the Contract Price is for both.
- The Contract Price is an annual price without VAT (Value-Added Tax).
- Payment of the license shall be in cash, no later than 14 (fourteen) days from the invoice date.
- The payment shall happen to the payment options stated in the invoice.
- The Licensee shall carry any costs related to the transaction.
- The Licensee is billed for 12 (twelve) months at a time, and the first payment is due upon signature of the Contract.

11.2 The Licensor reserves the right to adjust the price for the license stated in the Contract, according to the development in the European Consumer Price Index from Eurostat (Consumer Price Index (CPI)): [HICP - monthly data \(index\) European Union – 27 countries](#). In case of a price adjustment, the Contract Price will be regulated with a rate, and the new price will apply to the subsequent billing period. The price adjustment must be notified to the Licensee no later than one month (30 days), before the subsequent billing period. The price will be adjusted with a rate calculated on the basis of the development in the Consumer Price Index. The development is the percentual growth between a specific month in the year before the previous year (basis year) to a specific month the previous year.

Example. (CPI 2021 = 110, CPI 2022 = 112)

$CPI \text{ Previous Year} / CPI \text{ Basis Year} = 112 / 110 = 1.018 = 1.8 \%$  *CPI Previous Year / CPI Basis Year = 112 / 110 = 1.018 = 1.8 %*



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## 12. RENEWAL & TERMINATION

- 12.1 The subscription period will be renewed automatically at the end of all subscription periods if no notice of termination is given in due time by one of the Parties. The renewal consists of a subsequent subscription period of 12 (twelve) months.
- 12.2 Neither the Licensee nor the Licensor can terminate the Contract during the first subscription period. The first subscription period is the first period the Licensee has subscribed to the Licensor's System.
- 12.3 The Contract is ongoing until termination by one of the Parties.
- 12.4 Termination can after the first subscription period take place at any time but must be given in due time. Notice of termination in due time is no later than one month (30 days) before the date of termination of the subscription stated in the Contract, and if the initial subscription has been renewed (Section 6.1), no later than one month (30 days) before the end of the renewed subscription period.
- 12.5 The termination takes effect for the next subscription period. Termination must be made in writing to the Licensor.
- 12.6 The Licensee shall delete entries to the Licensed Product upon termination of the Contract. The Licensee is responsible for ensuring that the employees and representatives with entries to the Licensed Product delete their entries upon termination of the Contract.



## 13. BREACH & REMEDIES

13.1 If the Licensee fails to meet his obligations, including the obligation to pay on time, at the right place, and the right amount, in the right currency, it will be considered a fundamental breach. It will be considered a fundamental breach if it becomes known to the Licensee that it will be impossible for the Licensee to fulfill his obligations, including, inter alia, in the event of the Licensee's bankruptcy or reconstruction proceedings. Furthermore, failure to respect provisions on the Licensor's property rights, and / or third parties from whom the Licensor derives its rights, is considered a fundamental breach.

13.2 If it is established that there is a fundamental breach from the Licensee's side, the Licensor shall use remedies of breach that the Licensor finds appropriate. The Licensee is in no case entitled to a refund.

- The Licensor can demand that the Licensee fulfill his obligations, and in such cases, the Licensor must assert his intention in writing to maintain the purchase within 7 (seven) days after the breach is concluded.
- The Licensor reserves the right to charge default interest on the purchase price if the Licensee is late with the payment. The purchase price shall bear interest at the default interest rate every month (30 days) until the payment has been submitted. The default interest rate and other conditions regarding the payment of interest shall be determined in accordance with the Danish Interest Act<sup>3</sup>.
- The Licensor can demand the Contract avoided, without notice and with immediate effect. If the Contract is avoided, the Licensor reserves the right to claim a refund, which is to be determined under the specific circumstances.
- If the circumstances so warrant, the Licensor reserves the right, in addition to the above, to claim compensation, that is to be determined in accordance with the general rules of Danish Law. If the breach consists of a violation of the Licensor's copyright, the Licensor reserves the right to claim compensation and file criminal charges under Chapter VII of the Danish Copyright Act.
- The Licensor is not in any way limited to the above-mentioned remedies of breach.





- 13.3 If the Licensor fails to perform the service in accordance with the time of delivery, the place of delivery, and the description of the service as laid out in the Contract and in these Terms, there is a breach of the Contract, and the Licensee is entitled to use the remedies of a breach in accordance with the general rules of Danish Law.
- 13.4 If it is established that there has been committed a breach from the Licensor's side, the Licensee shall notify the Licensor in writing within 7 (seven) days after the conclusion of the breach if he wants to claim the defect. The Licensor shall then exercise the right to rectify the breach, either by repair or by redelivery. Thereafter, additional remedies shall follow the general rules of Danish Law.

## 14. COMPETITION

- 14.1 The right to use the Licensed Product is a non-exclusive right. With a non-exclusive right, it is understood that the Licensor is not limited in the freedom of licensing the Product to other Licensees.
- 14.2 Knowledge of information made available through the Licensee's use of the Licensed Product, shall not be used by the Licensee to gain competitive advantages in the Licensor's area of business. The information includes (non-exhaustive) the build-up of the Licensed Product, the opportunities, the limitations, the work processes, and such. This information shall not be disclosed or made available to third parties.
- 14.3 The Licensee may transfer information from the Licensed Product to authorized third parties if the disclosure is part of the fulfillment of a legal obligation in accordance with the Whistleblower Directive.



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## 15. CONFIDENTIALITY

- 15.1 The Licensee and the Licensor undertake to treat confidential information that arises during the performance of the Contract, so that it remains inaccessible to unauthorized persons and with discretion, and to minimize the danger of unauthorized persons gaining knowledge of it.
- 15.2 Confidential information is regarded mutatis mutandis as being business secrets in accordance with the Danish Business Secrets Act<sup>4</sup>.
- 15.3 The subjects of the duty to confidentiality, are employees, representatives, and other persons of the Parties, who gain access to confidential information. The duty to confidentiality applies after the termination of the Contract as well.

## 16. PERSONAL DATA

- 16.1 When the Licensor provides the System (only) to the Licensee, the Licensor is a Data Processor in accordance with Article 4(8) of the General Data Protection Regulation (GDPR)<sup>5,6</sup>. Data Processors must have a Data Processing Agreement. The Data Processing Agreement can be found on our website: [Link](#).

## 17. LIABILITY

- 17.1 The Licensor is under no circumstances liable for indirect losses or consequential damages arising in connection with the subscription to the Licensed Product. Furthermore, the Licensor is not liable for circumstances that can be attributed to the Licensee's own equipment and people.



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17.2 Liability of the Licensor arising from the Contract shall under no circumstances exceed the Contract Price for the subscription period.

## 18. FORCE MAJURE

18.1 The Licensor shall not be held liable for matters beyond his control, which he could not be expected to take into account at the conclusion of the Contract.

18.2 Matters beyond control are understood as, but not limited to, war and mobilization, civil unrest, natural disasters, strikes, lockouts, failing supplies of raw materials, fires, damage to production equipment, disruption of ordinary communication and traffic, including energy supply, and import or export bans. Matters impacting the Licensor's suppliers are considered force majeure under the Contract.

## 19. AMENDMENT

19.1 The Licensor may change these Terms. If changes are made, the Licensee shall be notified on the date of the amendment. The Licensor's notice to the Licensee must state the changes made. The Licensee will consider the Licensee's silence as tacit acceptance of the Terms.

19.2 However, if fundamental changes to the Terms occur, that is (exhaustive) changes relating to the Licensee's obligations, excluding price adjustments (Section 11.2), the Licensed Product (Section 7.3), and the Licensor's rights, the Licensee shall be notified no later than one month (30 days), before the date of termination of the subscription period. Fundamental changes to the Terms shall take effect from the next subscription period.



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## 20. CHOICE OF LAW & JURISDICTION

- 20.1 All disputes arising out of or in connection with the Contract, shall be governed by Danish Law.
- 20.2 Such disputes, including disputes regarding the existence, the validity, or the termination of the Contract, shall be settled at the Danish Courts.