

LICENSE TERMS FOR THE EFFORTLESS COMPLIANCE SYSTEM

Version 1.0, The 11th of January 2024

1. DEFINITIONS

- 1.1 In these License Terms the following definitions applies; “the Licensor” means Compliance Partners, “the Licensee” means the Customer, “the Parties” means the Licensor and the Licensee, “the System” and “the Licensed Product” means the Effortless Compliance 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. PREAMBLE

- 2.1 The following provisions laid down in these License Terms apply to all Licensees' purchase and usage of the System. The provisions in the General Terms & Conditions for the Effortless Compliance System & Service apply mutatis mutandis. (See General Terms & Conditions). In case of conflict between these the License Terms and the General Terms & Conditions, the General Terms & Conditions will take precedence.

3. PRODUCT DESCRIPTION

- 3.1 The System has a purpose of allowing the Licensee to ease managerial overview and status of the General Data Protection Regulation¹ compliance-level and ongoing compliance task with the requirements imposed by the General Data Protection Regulation. The platform gives the Users multiple features, including, inter alia, a status dashboard and an annual wheel. Through the platform, Users will have access to different templates, including, inter alia, Privacy Notice, Data Protection Agreements (DPAs), and Record of Processing Activities (RoPA).
- 3.2 More information on the product information of Compliance Partners can be found on our [website](#).

4. PROPERTY RIGHTS

- 4.1 The Licensor holds all property rights to the Licensed Product. The property rights include the copyright in accordance with the Danish Copyright Act.²
- 4.2 The Licensee, its users, and third parties who have access to the Licensed Product shall respect the property rights the Licensor holds.
- 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 the physical material provided by the Licensor to the Licensee (e.g., templates, user manuals, teaching materials, etc.).

¹ [Regulation \(EU\) 2016/679 of the European Parliament and the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data \(the General Data Protection Regulation\)](#)

² See Article 2. [The Danish Copyright Act](#) (Ophavsretsloven). Act No. 1093 of 20 August 2023.

5. THE RIGHT TO USE

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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 provision of the Licensed Product depends on the Licensee's choice of browser software. The Licensee shall ensure 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. DELIVERANCE

10.1 The Licensor shall provide the Licensed Product in accordance with the time of provision, the place of provision, and the description of the System (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 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.

11.2 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.

11.3 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 General Data Protection Regulation.