



# 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. For the purpose of these License Terms, the following definitions apply:
- « the Parties » constitutes Compliance Partners and the Customer;
  - « the System » and « the Licensed Product » shall mean the Whistleblower System and the Whistle Portal;
  - « the Service » shall mean the Whistleblower Screening Service;
  - « whistleblowers » shall mean the persons who report information on (potential) breaches in the context of work-related activities under the scope of the Member States' national act implementing the Whistleblower Directive;
  - « users » shall mean all of the Customer's employees, representatives, or other persons related to the Customer with access to the System.

## 2. PREAMBLE

- 2.1. The following provisions laid down in these License Terms apply to all Customer's purchase and usage of the System, and is an integrated part of the Contract.



- 2.2. The Customer's Terms & Conditions will not be applicable to Compliance Partners unless otherwise had been agreed in writing between the Parties.

### 3. PRODUCT DESCRIPTION

3.1. The System is a cloud platform which allows for the Customer's employees, among others, to submit reports of information on breaches.

3.2. The System is established and provided with the intention to function as the Customer's internal reporting channel, where employers in the private sector with 50 or more employees, among others, and employers in the public sector, under the European Union's (EU) Member States' national act implementing Article 8 of the Whistleblower Directive<sup>1</sup>, is obligated to establish such internal reporting channel.

3.3. Compliance Partners undertakes to provide the Customer with the System, which shall as a minimum have the following capabilities (the list is exhaustive):

- to make an internal reporting channel available for the Customer where reports of information on breaches under the scope of the Member States' national act implementing the Whistleblower Directive can be received;
- to enable the Customer to register the received reports in a secure manner;
- to enable that the Customer in writing can communicate with the whistleblower, including to send and receive messages.

3.4. The Parties can agree that Compliance Partners provides additional assistance to the Customer in individual cases if an expressive separate written agreement has been made thereof between the Parties. However, additional costs may apply in such instances, as described under Section 10.2.

3.5. Statements made during sales meetings between the Parties are without significance to Compliance Partners' obligations unless otherwise has been agreed in the Contract.

3.6. For the purpose of the Contract, the Customer understands that Compliance Partners is a software company, that specializes in compliance



solutions related to business-oriented legislation in an EU context. Compliance Partners is not a law firm and does not act as such.

## 4. PROPERTY RIGHTS

4.1. Compliance Partners holds 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 Customer, users, and third parties who have access to the Licensed Product, shall respect the property rights Compliance Partners holds.

4.3. Compliance Partners' copyright to the Licensed Product includes, among others, the HTML code, text, images, and other literary and artistic works in or related to the Licensed Product. Compliance Partners' copyright also includes the physical material such as templates, user manuals, teaching materials, among others, if Compliance Partners has provided the Customer with such.

4.4. The Customer grants Compliance Partners a non-exclusive right to use the Customer's trademarks, including the name and logo, for marketing purposes on Compliance Partners' website, available worldwide, sales material, and in sales meetings. The reference to the name and logo has the sole purpose of indicating that the Customer is a user of Compliance Partners' products and services. The Customer retains all ownership and rights to the name and the logo. The usage of the name and logo will be discontinued upon the Customer's request or upon termination of the Contract.

## 5. THE RIGHT TO USE

5.1. The Contract grants alone the Customer the right to use the Licensed Product in the subscription period, under the conditions set out in the Contract and these License Terms.



5.2. The Customer's right to use is non-transferable and non-exclusive, which is further described under Section 14 in these License Terms.

5.3. The Customer's right to use is limited to normal usage. Normal usage is understood as usage, that is consistent with the purpose of the Licensed Product as specified in Section 3. However, for the purpose of internal use, the Customer may make physical and electronic copies and download parts of the Licensed Product.

5.4. The Customer, nor third parties acting on behalf of the Customer, may alter or change the Licensed Product.

5.5. The Customer may not remove Compliance Partners' logos, branding, and the product information from the Licensed Product.

## 6. TECHNICAL PREREQUISITES

6.1. The Customer is responsible for acquiring and installing the necessary browser software for displaying and using the Licensed Product. The Customer is aware that Compliance Partners' provision of the Licensed Product depends on the Customer's choice of browser software. The Customer shall ensure that commonly used browsers are supported.

6.2. Compliance Partners is entitled to change the Licensed Product with the effect that the Customer must acquire and install new browser software in order to use the Licensed Product.

6.3. The Customer is responsible for establishing the connection to Compliance Partners' servers, and for maintaining a stable connection.



## 7. UPDATES & CHANGES

- 7.1. Compliance Partners can update the Licensed Product whenever it is deemed necessary. The updates shall not restrict or change the Customer's obligations or rights in relation to the Contract. Updates cannot constitute a breach of contract.
- 7.2. Compliance Partners is entitled to make changes and remove objects in the Licensed Product. Compliance Partners has freedom of choice when making changes and removing objects in the Licensed Product. The changes shall not restrict or change the Customer's obligations or rights in relation to the Contract and cannot constitute a breach of contract.
- 7.3. Removal of essential functions in the Licensed Product, in a way that are inconsistent with the purpose of the product, are subject to the provisions of Amendment in Section 19.1.
- 7.4. Compliance Partners provides no guarantee that the performance of the Licensed Product, and the connection to the Licensed Product, will be without interruptions. Compliance Partners can also not guarantee that no content errors will occur in the System.

## 8. TROUBLESHOOTING

- 8.1. Technical support is provided on an ongoing basis, which is further coordinated between the Parties. Compliance Partners shall do its best efforts to accommodate the Customer's requests within a reasonable timeframe. Technical support is not available outside working hours (08:00 – 16:00), during national holidays, and at the weekends.



## 9. DELIVERANCE

- 9.1. Compliance Partners shall provide the System in accordance with the time of provision, the place of provision, and the description of the System, as laid out in the Contract and these License Terms.
- 9.2. Compliance Partners shall facilitate the onboarding process within a reasonable time after the Contract has been signed. However, Compliance Partners may at its discretion withhold performing further onboarding activities until the first payment has been made.
- 9.3. After the onboarding, Compliance Partners shall make the System available for the Customer's use.
- 9.4. The conclusion of the Contract does not limit Compliance Partners' freedom to perform services for other customers.

## 10. PAYMENT

10.1. The Customer shall present payment for the System in accordance with the time of payment, the place of payment, and the amount, as laid out in the Contract and these License Terms:

- the Customer shall pay the price, and in the currency, as specified in the Contract;
- the price is an annual price without VAT (Value-Added Tax);
- the Customer shall carry any costs related to the transaction;
- where the Customer pays in cash (bank transfers and debit card), the Customer is billed for 12 (twelve) months at a time and where the Customer pays with credit card, the Customer is billed for 1 (one) month at a time;
- the first payment is due upon signature of the Contract;
- payment shall be made no later than 14 (fourteen) days from the invoice date in accordance with the payment details provided on the invoice.



10.2. Where Compliance Partners performs additional assistance in individual cases, the price for such is to be determined by separate and written agreement between the Parties. In that case, a single payment shall be made no later than 14 (fourteen) days from the invoice date in accordance with the payment details provided on the invoice.

10.3. Compliance Partners reserves the right to adjust the price for the subscription stated in the Contract, according to the development in the Harmonized Index of Consumer Prices (HICP) from Eurostat ([link](#)). The new price will apply to the subsequent billing period. The price adjustment must be notified to the Customer no later than one month (30 days), before the subsequent billing period. On the basis of the development in the HICP, the percentual growth between a specific month last year to a specific month this year is found, which constitutes the rate applicable.

## 11. DURATION OF THE SUBSCRIPTION

11.1. The initial subscription period starts upon the date of signature of the Contract. The subscription period, which also constitutes the period of access to the System, is decided in the Contract.

## 12. RENEWAL & TERMINATION

12.1. The subscription period will be renewed automatically at the end of every subscription period 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 Customer nor Compliance Partners can terminate the Contract during the first subscription period.



12.3. The Contract continues 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. The termination must be asserted in writing to Compliance Partners. Notice of termination in due time, is no later than one month (30 days) before the end of the subscription period, and if the initial subscription has been renewed under Section 12.1, no later than one month (30 days) before the end of the renewed subscription period. The termination takes effect from the next subscription period.

12.5. The Customer shall delete all entries to the Licensed Product upon termination of the Contract. The Customer is responsible for ensuring that its users and third parties with entries to the Licensed Product, delete their entries upon termination of the Contract.

## 13. CONFIDENTIALITY

13.1. Compliance Partners and the Customer undertake to treat confidential information that arises during the performance of the Contract so that it remains inaccessible to unauthorized persons.

13.2. For the purpose of this contract, confidential information includes, but is not limited to, information regarding the Parties that is not known or available to the general public, such as product information, including source code or other related codes in all formats, and information about business plans, business processes, suppliers, employees, analytical data, documentation, correspondence, and financial data.

13.3. That the Customer has subscribed to Compliance Partners' products and services shall not be regarded as confidential information. Compliance Partners' use of the Customer's trademarks, as described in Section 4.4, cannot constitute a breach of contract.





- 13.4. The subjects of the duty of confidentiality are employees, representatives, and other persons related to the Parties, who gain access to the confidential information. The duty to confidentiality applies after the termination of the Contract as well.

## 14. COMPETITION

14.1. The right to use the Licensed Product is a non-exclusive right. A non-exclusive right implies that Compliance Partners is not limited in the freedom of licensing the System to others.

14.2. Knowledge of information made available through the Customer's use of the Licensed Product shall not be used by the Customer to gain competitive advantages in Compliance Partners' area of business. This information includes, for example, the build-up of the System, the opportunities, the limitations, and the work processes related to the Licensed Product, as well as other confidential information. This information shall not be disclosed or made available to third parties.

## 15. PERSONAL DATA

15.1. When Compliance Partners provides the System, Compliance Partners is a data processor under the General Data Protection Regulation<sup>3</sup> (GDPR). Therefore, the data processing related to the System shall be governed by a Data Processing Agreement. The Data Processing Agreement is an integrated part of the Contract and can be accessed via this [link](#). You can read more about how Compliance Partners process personal data in the Privacy Notice, available on the [website](#).

15.2. Each of the Parties is responsible for compliance with the GDPR in relation to the processing activities under their control. It is the data controller of the specific processing activity that shall be held liable for any damage or loss that arises on the basis of the provisions in the GDPR, unless the damage or loss is



attributed to a data processor that has acted outside or contrary to lawful instructions.

## 16. BREACH OF CONTRACT & REMEDIES

16.1. If the Customer fails to meet his obligations, such as those mentioned in Section 10, it will be considered a fundamental breach. It will also be considered a fundamental breach if it becomes known to Compliance Partners, that it will be impossible for the Customer to fulfill his obligations, including, for example, in the event of the Customer's bankruptcy or reconstruction proceedings. Furthermore, failure to respect provisions on Compliance Partners' property rights is considered a fundamental breach.

16.2. If it is established that there has been a fundamental breach from the Customer's side, Compliance Partners shall be, depending on the specific circumstances, entitled to use the remedies of breach provided in the Danish Sale of Goods Act<sup>4</sup> and Chapter VII in the Danish Copyright Act.

16.3. Compliance Partners reserves the right to charge default interest on the contract price if the Customer does not make payment at the due date. The default interest rate and other conditions regarding the payment of interest shall be determined in accordance with the Danish Interest Act<sup>5</sup>.

16.4. If Compliance Partners fails to perform under the Contract and these License Terms, the Customer shall notify Compliance Partners in writing within 7 (seven) days after the conclusion of the breach, if he wants to claim the breach. If the circumstances so warrant, Compliance Partners shall first exercise the right to remediation, either by repair or by redelivery. Thereafter, additional remedies shall follow the Danish Sale of Goods Act. The Customer is under no circumstances entitled to a refund.



## 17. LIABILITY

17.1. In the event of damage or loss caused to the Customer in connection with the subscription to and the provision of the System, Compliance Partners can ONLY be held liable for direct damage or loss, and is under no circumstances liable for indirect damage or loss and consequential damage, such as operating loss.

17.2. Provided that it is a matter of direct damage or loss of the Customer, Compliance Partners can still not be held liable for direct damage or loss which can be attributed to advice, counseling, proposals, or the content of documents, if such is provided, as well as events that can be attributed to the Customer's own circumstances, including equipment and employees, unless the damage or loss is caused by Compliance Partners by intent or gross negligence.

17.3. For the purposes of this contract, the Customer's direct disregard or non-compliance with Compliance Partners' guidelines and instructions shall be deemed to be negligent.

17.4. The maximum monetary amount of liability for Compliance Partners arising in the context of the Contract shall under no circumstances exceed the contract price for the subscription period.

## 18. FORCE MAJEURE

18.1. Compliance Partners and the Customer shall not be held liable for matters beyond its control, which could not be expected to take into account at the conclusion of the Contract (*force majeure*).

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.



Compliance Partners ApS  
CVR-nr 43615661  
Kultorvet 11 4,  
1175 Copenhagen,  
Denmark

Matters impacting Compliance Partners' suppliers are considered force majeure under the Contract.

## 19. AMENDMENT

19.1. Compliance Partners may unilaterally change these License Terms, as long as it does not involve changes to the Customer's obligations towards Compliance Partners. The License Terms at all times applicable for the Contract, is the latest available on our [website](#).

## 20. CHOICE OF LAW & JURISDICTION

20.1. The Contract, and any disputes arising out of or relating to the Contract or its validity, interpretation, or construction, shall be governed exclusively by the internal laws of Denmark, without regard to its laws and rules governing conflicts of laws.

20.2. The Contract, and any disputes arising out of or relating to the Contract or its validity, interpretation, or construction, shall be settled at the Court of Copenhagen ('Københavns Byret').