TERMS AND CONDITIONS – CUSTOMER TERMS

1. Introduction

1.1

These TERMS AND CONDITIONS – CUSTOMER TERMS apply to the Heaps ApS system (hereinafter the "System") that Heaps ApS, Danish reg. no. 42589489, Stoltenbergsgade 5 4 th, 1576 København V ("Heaps") provides to the customer (hereinafter the "Customer").

1.2

The order confirmation together with any appendices and these TERMS AND CONDITIONS – CUSTOMER TERMS constitute the agreement (hereinafter the "Agreement") between Heaps and the Customer. In case of any discrepancies between the order confirmation and these TERMS AND CONDITIONS – CUSTOMER TERMS, the terms of the order confirmation will take precedence.

1.3

Where a Customer has entered into an agreement on the use of the System through an administrator(s) that are associated through the system (hereinafter the "Partner"), these TERMS AND CONDITIONS – CUSTOMER TERMS will apply to the Customers use of the System, regardless of the agreement with the Partner.

2. License and usage of the System

2.1

The System is a solution that enables a whistleblower to report reprehensive conditions with the Customer. Heaps hereby grants the Customer the right to use the System based on these terms and conditions. The right of usage is restricted to the Customer's personnel and its Partner. Other users may only be granted rights of usage to the System subject to written agreement between Heaps and the Customer.

2.2

The Customer's right of usage is non-exclusive and limited to the Term, cf. clause 16.1.

2.3

In case it is agreed that the Customer's has been offered a test period, the Customer's right of usage to the System is limited to the agreed test period, and the Customer's access to the System will be blocked on expiry of the test period unless a subscription to the System is agreed within the test period.

3. Technical Requirements

3.1

The System is available online and access to the System may be established by usage of most available browsers.

4. Limitation on the Customer's usage

4.1

All rights granted under these terms and conditions are non-exclusive and non-transferable. Accordingly, if not expressly permitted in these terms and conditions, the Customer may not distribute, sublicense, rent, lease, lend, resell or transfer its right of usage of the System, in whole or in part. In case the Customer is a part of a group of associated companies such associated companies must be specified in the agreement between the Customer and Heaps and these terms and conditions shall apply concurrently to all such companies. The group companies are jointly referred to as the Customer in these terms and conditions.

4.2

The Customer shall, at all times, act with due care and lawfully towards third parties, particularly by respecting the intellectual property rights and other rights of third parties and the privacy of third parties, by refraining from disseminating information in a manner that is contrary to the law, from granting unauthorized access to the System.

4.3

The Customer may use the System only in accordance with these terms and conditions, and the Customer may particularly not reverse engineer, decompile or disassemble the System, or attempt to do so, work around any technical limitations in the System or against restrictions in System documentation.

4.4

Heaps reserves its rights to verify eligibility with clause 4 at any time and suspend the Customer's access to the System if the eligibility requirements are not met. Heaps is further entitled to suspend the Customer's access to the System if the Customer fails to pay its subscription after the first reminder of late payment.

5. Changes and updates

5.1

Heaps may change the content or scope of the System. If Heaps wishes to implement major changes that may result in a change in the Customer's current procedures, Heaps shall inform the Customer about the matter as soon as possible and no later than one (1) month prior to the implementation of such changes. Regardless of clause 16.2, the Customer is entitled to terminate the subscription with effect from the end of the notice period of one (1) month and to receive a proportionate share of the paid license fee for the Term.

5.2

The Customer may forward wishes to change in the scope or content of the System. Heaps is, however, not obliged to change the System to accommodate the wishes of the Customer.

6. Prices and Payments

6.1

The Customer shall pay the agreed prices set out in the price list of Heaps or a prevailing contract document. The prices can be adjusted annually in accordance with applicable prices as set out in the price list of Heaps. The adjustment of prices may, however, not exceed 50 percent.

6.2

The payment is made for a Term, cf. clause 16.1. The payment for the System will be invoiced annually prior to the commencement of a Term, however, the first Term is invoices upon the acceptance of these TERMS AND CONDITIONS – CUSTOMER TERMS.

6.3

Payments shall be made no later than 14 days following the Customer's receipt of invoice from Heaps in the case that the Customer is billed by Heaps directly. In case of

late payment, Heaps charges interest for default on the amount owing at the time in question, at a rate of 1.5 (one and a half) per cent per month from the due date. Interest will be calculated each month on the outstanding balance due.

6.4

If it is agreed that the Customer is billed through a Partner, the Partner determines the terms of payment.

7. Support

7.1

Heaps shall during the Term cf. clause 16, provide technical support pertaining to the System. The support may be supplied by e-mail or telephone within Heaps's ordinary working hours. Requests for support shall be handled within reasonable time. However, Heaps does not warrant any particular response time. Any specific agreement on response time must be made in writing and shall be annexed as an appendix to the Agreement or these terms and conditions, where the agreement is entered into with the Partner.

8. Service Level Agreement

8.1

Heaps endeavours that the System is available all times. However, the System may be unavailable due to preventive, corrective or adaptive maintenance or other forms of service announced by Heaps in advance and due to other circumstances beyond

Heaps's control. Heaps will endeavor to notify the Customer in advance about any circumstances that may affect the availability of the System.

9. Back-up

9.1
Heaps makes backup of the Customer's data in its possession. The backup shall be retained with due care and in accordance with the prevailing organizational and technical security of Heaps, and Heaps shall keep the backup copy at least three months. All copies of the Customer's data shall be deleted no later than three months after the expiry of the Term, cf. clause 17.

10. Intellectual Property Rights

10.1
The Customer's right of usage of the System, including documents, images, tools, videos and guides contained in the System, is limited to the Term, cf. clause 16.1, in accordance with clause 2. Heaps retains all other rights to the System including documents, images, tools, videos and guides contained in the System including ownership rights and copyrights, cf. clause 14.

10.2
The Customer's data is the property of the Customer, and Heaps is not permitted to copy or delete the Customer's data without instructions from the Customer, cf. however clause 9 and 17 on deletion and backup. Heaps is, however, entitled to use anonymised data including, but not limited to, amount of cases, case categories and

amount of users in the system, for statistical or research purposes in order to enhance the performance of the System.

10.3

The Customer represents that it has legal rights to all its data and all materials uploaded by the Customer on the System (as the case may be) and that no Customer data infringes rights of third parties.

10.4

The Customer grants to Heaps the right to use the Customer logo in marketing, sales, financial, and public relations materials and other communications solely to identify the Customer as a customer.

11. Personal data

11.1

Heaps processes personal data on behalf of the Customer, and the Parties have agreed to a data processing agreement pertaining to Heaps's processing of personal data on behalf the Customer. The parties maintain that Heaps is the "processor" and the Customer is the "controller" within the meaning of the personal data legislation. Where the Customer have entered into a data processing agreement directly with the Partner, Heaps will act as a sub-processor to the Partner.

11.2

Heaps is not entitled to payments for its assistance to the Customer pursuant to the data processing agreement. Where a Customer has entered into an agreement on use of the System through a Partner.

12. Confidentiality

12.1

Heaps must ensure that all information received from the Customer is kept secret in accordance with the data processing agreement.

13. Guarantee

13.1

The function of the System is described in clause 1. Heaps does not guarantee that the System is free of errors and functions without interruption. However, Heaps shall continuously maintain the System and make its best efforts to fix errors in the System within reasonable time.

13.2

Guarantees, representations and warranties are binding on Heaps only if agreed to specifically in writing.

14. Third party rights

14.1

All intellectual property rights to the System including documents, images, tools, videos and guides contained in the System are held exclusively by Heaps, its licensors or its suppliers.

14.2

Heaps indemnifies the Customer against any claim of a third party based on the allegation that System including documents, images, tools, videos and guides contained in the System infringes third party rights. In the event that the Customer is met with claims pertaining to its use of the System and/or documents, images, tools, videos and guides contained in the System, the Customer shall immediately inform Heaps in writing about the existence and content of the claim and leave the settlement of the claim, including any arrangements made in this regard, entirely to Heaps.

14.3

The Customer shall collaborate with Heaps in the defence and any related settlement negotiations by providing Heaps with appropriate information and any assistance required for said defence or settlement. The Customer is entitled to reimbursement of legal cost in this context. In the event of an infringement claim, Heaps shall be entitled either to procure the Customer the right to continued use of the System, bring the infringement to an end by modifying or replacing the System with other software, websites, data files, designs, documentation etc. which has essentially the same functionality as the material in contention, or terminate the Customer's right of usage to the System with immediate effect and reimbursing the Customer its paid subscription fee deducting a reasonable amount for the value of the Customer's use of the System. The Customer has no further rights to compensation pertaining to infringement of third party rights.

15. Liability

15.1

Heaps's liability is limited to the Customer's direct losses. Heaps's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to

business interruption, loss as a result of claims of the Customer's customers is excluded. Heaps's liability for destruction or loss of data is likewise excluded.

15.2

Heaps's liability is limited to an amount equal to the subscription fee paid for one year (excluding VAT). For there to be any right to compensation, the Customer must always report the loss to Heaps in writing as soon as possible and no later than 3 months after the loss has occurred. The exclusions and limitations referred to in clause 15.1 and 15.2 shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of Heaps.

15.3

The "inter partes" relationship between the Customer and its Partner(s) is of no relevance to Heaps.

15.4

The limits of Heaps's liability in this clause 15 shall apply to the fullest extent permitted by applicable law.

16. Term and termination

16.1

The subscription term is twelve (12) months (hereinafter the "Term"), calculated from the date of the Customers acceptance of these TERMS AND CONDITIONS – CUSTOMER TERMS. The Term will automatically be renewed with a new Term every year, unless terminated in advance by either the Customer or Heaps pursuant clause 16.2.

16.2

The Customer may terminate its subscription and right of usage to the System with a notice period of one month to the end of a Term, cf. clause 16.1. Notice of termination

must be given in writing. Heaps may terminate the Customer's subscription and right of usage to the System with a notice of 6 months to the end of a Term. A party is further entitled to terminate the Customer's right of usage of the System, if the other party is in material breach of its obligation under these terms and conditions, unless such material breach has been remedied by the other party within a period of no less than 30 days. Lack of payment is considered a material breach.

17. Expiry

17.1

The Customer is entitled to receive its data on an accessible media format on expiry of the Term. Further, Heaps is obliged to delete the Customer's data, including personal data, no later than three (3) months following the expiry of the Term. Heaps is not entitled to payment for its services rendered to the Customer in connection with the expiry of the Customer's usage of the System. Heaps is, however, entitled to use anonymised data including, but not limited to, amount of cases, case categories and amount of users in system, for statistical or research purposes in order to enhance the performance of the System, cf. clause 10.2.

17.2

If the Customer has a Partner, the expiry of the Partner's right of usage to the Module shall have no effect on the Customer's right of usage to the System which shall continue subject to the terms and conditions set out in the subscription agreement between the Customer and Heaps. However, any agreements that the Customer shall be invoiced by the Partner shall cease on the expiry date and future invoices shall be sent directly from Heaps to the customers.

18. Governing law and disputes

18.1

The Agreement and these terms and conditions is governed by Danish law.

18.2

Any dispute arising out of or in connection with the Agreement and these terms and conditions, including any disputes regarding the existence, validity or termination thereof, shall be settled by the Danish courts. The venue shall be the venue of Heaps.