



**General terms  
for use of Collabor8 Services**



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## 1. Definitions and Abbreviations

Where used in the Agreement starting with a capital letter, the terms listed in the left column below shall have the meanings listed to the right.

Agreement	Signed Order form, General terms, Privacy terms and Special terms referenced in the Order form.
Collabor8	A trademark owned by Offshore Norge used as name for the portfolio of digital collaboration services offered by Offshore Norge to User organisations.
Contract administrator	A representative for the User organisation, authorised to act on behalf of the User organisation, including committing any cost attached, and also acting as Offshore Norge's main contact person towards the User organisation for all contractual matters concerning the Agreement.
Change	Any change of state (addition, modification or removal) that could influence a Service.
Contractor	An enterprise engaged by Offshore Norge to deliver major parts of the Service.
Error	Incorrectness or lack of functionality in a Service.
General terms	General terms for use of Collabor8 Services (this document), available at <a href="http://www.collabor8.no/terms-of-services">www.collabor8.no/terms-of-services</a> .
Incident	An unplanned interruption to a Service or a reduction in the quality of a Service. Failure of any component, required for the proper provision of the Service, that has not yet impacted the Service shall also be regarded as an Incident.
IPR	Intellectual property rights.
Maintenance window	A period of time designated in advance by the technical staff, during which preventive maintenance may be performed.
NCS	Norwegian Continental Shelf.
Offshore Norge	Short name for BRANSJEFORENINGEN OFFSHORE NORGE as defined in the Order form.
Operator	A firm being designated as operator of a production and transport license for petroleum on the NCS.
Order form	The form, being a part of this Agreement and listing the User organisation's Service subscriptions.
Party	Offshore Norge or the User organisation.
Parties	Offshore Norge and the User organisation.
Privacy terms	Terms regarding processing of personal data. Privacy terms for a Service consist of general privacy policy for all Services and special privacy policy for a particular Service, available at <a href="http://www.collabor8.no/privacy-terms">www.collabor8.no/privacy-terms</a> .
Service	An individual application and/or infrastructure service within the Collabor8 service portfolio delivered by Offshore Norge to the User organisation.
Service fee	A fee specific for a Service.
Special terms	Additional terms applicable to a specific Service, available at <a href="http://www.collabor8.no/terms-of-services">www.collabor8.no/terms-of-services</a> .
Third party	Any other party than the User organisation and Offshore Norge.
User	The User organisation's staff directly or indirectly using Offshore Norge's Collabor8 Services, also including Users with special privileges, e.g. administration of the User organisation's User accounts, and staff at Third parties engaged by the User organisations.
User organisation	Organisation which has entered into this Agreement with Offshore Norge as specified in the Order form.
User organisations	All organisations which have entered into a similar agreement for use of Offshore Norge's Collabor8 Services.

## 2. Subscription agreement

- 2.1. The General terms, and the relevant Special terms, all available at [www.collabor8.no/terms-of-services](http://www.collabor8.no/terms-of-services), are applicable for all Services delivered by Offshore Norge under the Collabor8 trademark and govern the obligations and rights of the Parties.
- 2.2. Upon Offshore Norge's approval of access to the requested Services, and the User organisation's signing of the Order form, the User organisation shall be granted a limited, terminable, non-exclusive and non-transferable right to access the Services in accordance with the Agreement.
- 2.3. The Contract administrators must use Offshore Norge's designated self-service interface for managing the relationship with Offshore Norge. This includes the User organisation's responsibility for updating:
  - 2.3.1. Organisational information
  - 2.3.2. Contract administrators
  - 2.3.3. Subscribing/cancelling of Services
  - 2.3.4. Termination of the Agreement.
- 2.4. The Services are provided on an "as is" basis as standard services as they are provided at any given time and in accordance with Offshore Norge's specifications for the Services.
- 2.5. Offshore Norge may implement new versions, upgrades and replacements, including, but not limited to, Changes that affect design, operational method, technical specifications, systems, and other functions of the Services, with reasonable prior notice. Such Changes shall never be considered a breach of the Agreement.
- 2.6. Offshore Norge may revise the wording of and/or make adjustments to the terms published on [www.collabor8.no/terms-of-services](http://www.collabor8.no/terms-of-services) and [www.collabor8.no/privacy-terms](http://www.collabor8.no/privacy-terms), where changes will be effective – and a part of the Agreement – as of the date stated at the top of the relevant document.

If the revised version includes substantial changes, Offshore Norge will provide at least 30 days' prior notice. Such notice may be posted in a suitable Collabor8 portal and/or distributed to the Contract administrators.

User organisation will be deemed to have accepted the changes if the User organisation does not take action to terminate the Agreement for convenience or remove a Service from the list of subscribed Services. Historical versions of the Agreement will be published on [www.collabor8.no/terms-of-services](http://www.collabor8.no/terms-of-services) and [www.collabor8.no/privacy-terms](http://www.collabor8.no/privacy-terms).
- 2.7. Offshore Norge may refer to the User organisation as a subscriber of the Services for building mutual trust in Offshore Norge's User organisation community. The User organisation may request that Offshore Norge does not use the User organisation as a reference. Offshore Norge shall confirm such requests without undue delay and shall take commercially reasonable efforts to comply with the request.
- 2.8. In the event that Offshore Norge has engaged a Contractor for the execution of major part of a Service, Offshore Norge shall be primarily responsible for all communication with the Contractor pertaining to the Service.
- 2.9. Offshore Norge may allow a Contractor to provide notices, requests, approvals, consents or instructions on behalf of Offshore Norge for a specific Service. Similarly, Offshore Norge may instruct that certain categories of communication related to a specific Service shall be addressed by the User organisation to a Contractor.

## 3. Right of Use

- 3.1. Access to the relevant Services shall be established for the User organisation in accordance with applicable procedures set in the Special terms.

- 3.2. The User organisation shall ensure that its Users adhere to the Agreement. The User organisation is fully responsible for all User activity and compliance with the Agreement.
- 3.3. The User organisation acknowledges that Users are authorised to grant Offshore Norge's Contractors' support personnel access to the User organisation's data and User sessions, if required in support cases or otherwise requested by a User.
- 3.4. Only named Users, primarily identified by an e-mail address, may use the Services, with exception for official machine interfaces allowing system account access.
- 3.5. The User organisation is responsible for continuously ensuring that User accounts in the Service are assigned to valid Users. If a member of the User organisation's staff no longer will be a User of the Service, the corresponding User account shall be closed as soon as possible.
- 3.6. User accounts and system accounts are established and managed according to the Special terms.
- 3.7. User accounts are personal. Each User is responsible for the confidentiality and accuracy of login and other account information.
- 3.8. User organisation shall be entitled to use the Service for their intended purposes and in accordance with the Agreement. The Services may not be used for any illegal or unauthorised purpose.

#### **4. Service fees**

- 4.1. The Services are financed by the Operators with some exceptions:
  - 4.1.1. For some Services Offshore Norge will collect a Service fee as specified in the Special terms.
- 4.2. Fees for additional Services ordered during an invoicing period will be prorated and only charged for the remainder of the applicable invoicing period.
- 4.3. No fees will be refunded as a result of removal of a Service by one of the Parties, termination for convenience or termination for breach.
- 4.4. Offshore Norge shall submit to User organisation an invoice which shall be in accordance with rates, stated by Offshore Norge publicly or upon request, and shall clearly identify the basis for the invoiced amounts. The User organisation shall settle the invoice within 30 days after the date specified on the invoice.
  - 4.4.1. For some Services Offshore Norge may require non-Operator User organisations to pay Service fee as a secure online payment conducted as part of the Service onboarding process.
- 4.5. The agreed prices and rates are exclusive of VAT and any other taxes levied on the Services or on the fees. The invoicing party shall be entitled to add any such taxes in its invoices to the amounts payable.
- 4.6. Offshore Norge is entitled to charge interest on the delayed payment in accordance with applicable Norwegian legislation.
- 4.7. In case of dispute, the User organisation shall pay any undisputed amount by its due date.
- 4.8. Any incorrect charges shall be corrected by Offshore Norge. The User organisation may only issue such requests during the 6 months following the receipt of the invoice.

#### **5. Processing of personal data**

Offshore Norge's delivery of Services may involve processing of personal data. In such case and unless specified otherwise, the User organisation will be the data controller and Offshore Norge will be the data processor.

This section 5 includes general obligations regarding Offshore Norge's processing of personal data on behalf of the User organisations and Offshore Norge's obligation to have implemented required information security measures. The Privacy terms available at [www.collabor8.no/privacy-terms](http://www.collabor8.no/privacy-terms), are also part of the Agreement.

The Agreement fulfils the requirements for a valid data processing agreement. Offshore Norge may amend the Agreement to the extent necessary due to any mandatory new requirements following from the EU Regulation 2016/679 (GDPR) and pursuant to its Norwegian implementation.

Offshore Norge may only process personal data on behalf of the User organisation during the term of the Agreement, or if there exists another legal basis for processing. The personal data processed will be related to the Users and, if applicable, such other categories of persons as described in the Privacy terms for the given Service.

The terms "personal data", "special categories of personal data", "processing", "controller", "processor", "data subject" etc. used in the Agreement shall have the meaning assigned to them in applicable data processing legislation. The term "sensitive personal data" shall have the same meaning as "special categories of personal data".

- 5.1. Purpose, subject matter and duration of processing of personal data is further described in the Privacy terms.
- 5.2. Offshore Norge's obligations as the data processor
  - 5.2.1. Offshore Norge shall process personal data only in accordance with the Agreement or other documented instructions from the User organisation. Offshore Norge may also be required to perform certain processing by applicable law – in such a case, Offshore Norge shall inform the User organisation of such legal requirement before the processing starts, unless applicable law prohibits such information.
  - 5.2.2. Offshore Norge shall ensure that persons authorised to process the personal data are subject to confidentiality obligations.
  - 5.2.3. Offshore Norge shall reasonably assist the User organisation by appropriate technical and organisational measures, insofar as this is possible, for the User organisation's compliance with the law regarding processing of personal data and fulfilment of the User organisation's obligation to respond to requests for exercising the data subject's rights. If such assistance results in additional costs or expenses for Offshore Norge, then Offshore Norge shall be entitled to charge for such assistance on a time and material basis.
  - 5.2.4. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Offshore Norge shall have implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
    - 5.2.5. the pseudonymisation and encryption of personal data;
    - 5.2.6. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
    - 5.2.7. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
    - 5.2.8. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
  - 5.2.9. In case of a personal data breach, or security Incidents with potential impact on personal data, Offshore Norge shall notify the User organisation promptly after becoming aware of the breach or the Incident.
  - 5.2.10. Unless prohibited by law, Offshore Norge shall promptly notify the User organisation of any request for the disclosure of or access to the data by authorities. Offshore Norge will disclose the User organisation's data to governmental authorities or police only to comply with legally binding requests.
  - 5.2.11. Offshore Norge shall notify the User organisation of any request received directly from a data subject without responding to that request, unless Offshore Norge has been otherwise authorised to do so in writing or is obliged by applicable law.
  - 5.2.12. Offshore Norge shall inform the User organisation in writing if the User organisation's instructions in Offshore Norge's opinion would result in a breach of relevant legislation with regard to processing of personal data.

### 5.3. The User organisation's obligation as the data controller

The User organisation agrees and guarantees that:

- 5.3.1. The User organisation is the owner of or otherwise has the right to transfer the data to the Services for processing by Offshore Norge, and that the User organisation has the responsibility for the accuracy, integrity, content, reliability and legality of such data, including the transfer and instructions.
- 5.3.2. The data processing, where applicable, has been notified to the relevant supervisory authorities and/or data subjects, and that the data processing does not violate relevant provisions of law.
- 5.3.3. It is the User organisation's duty as data controller to notify, to the extent required by applicable law, the relevant supervisory authorities and/or data subject in the event of any breach or unauthorised disclosure of personal data.
- 5.3.4. The User organisation shall hold Offshore Norge harmless from all claims, fines etc. imposed on or directed towards Offshore Norge as a result of the User organisation's breach of relevant legislation with regard to processing of personal data or as a result of an instruction from the User organisation.

### 5.4. Use of a Contractor

- 5.4.1. All Contractors involved in the processing of personal data in connection with the provision of the Service shall undertake responsibilities corresponding to the obligations set out in this section 5.
- 5.4.2. Offshore Norge's Privacy terms shall provide a list of relevant Contractors used for processing of personal data. Offshore Norge shall notify the User organisation in writing minimum 30 days prior to allowing a new Contractor to process personal data, thereby giving the User organisation the opportunity to object to the use of such a new Contractor. User organisation will be deemed to have accepted the changes if the User organisation does not take action to terminate the Agreement for convenience or remove a Service from the list of subscribed Services.

### 5.5. Transfer of personal data abroad

- 5.5.1. Offshore Norge may only transfer personal data to a country outside the European Economic Area (EEA) (a "third country"), or give anyone located in a third country access to the personal data, with the User organisation's consent, e.g. using the procedure in section 5.4.2 and subject to Offshore Norge establishing a valid legal basis for such transfer or access. The User organisation acknowledges that the User organisation's cooperation may be required to allowing for such transfer.

### 5.6. Audit

- 5.6.1. Each Party shall make available all information necessary to demonstrate compliance with the obligations laid down in this section 5 and allow for and contribute to audits, including inspections, conducted by the other Party or another auditor mandated by the other Party.

### 5.7. Deletion of data

- 5.7.1. Unless otherwise stated in Special terms or required by applicable law or regulations, all relevant personal data received from the User organisation or otherwise processed by Offshore Norge on behalf of the User organisation, as Data controller, will be deleted by Offshore Norge when Offshore Norge ceases to provide a particular Service to the User organisation.

## 6. Security

- 6.1. Offshore Norge shall have implemented and documented necessary security measures in place for protecting the Services against relevant threats related to the Services and User organisation's operations and data.
- 6.2. Both Parties are responsible for reporting any performed or attempted security violations to the other Party, or circumstances which may result in a security Incident.
- 6.3. Temporary disconnection or limited access for security reasons

- 6.3.1. Offshore Norge may temporarily limit or disconnect the User organisation's access to the Services for security reasons in accordance with the security policies applicable to the Services.
  - 6.3.2. Offshore Norge shall try to limit negative effects for the User organisation and shall try to notify the User organisation in advance, if possible.
- 6.4. Offshore Norge shall comply with the applicable regulatory frameworks and generally accepted standards for information security which are relevant for the Service.
- 6.5. If the User organisation requests special documentation of compliance with relevant information security requirements, Offshore Norge shall endeavour to provide such documentation. Offshore Norge shall be entitled to reimbursement from the User organisation for the cost of providing such documentation.
- 6.6. The Parties may have access to and obtain information regarding each other's confidential information. Such confidential information will be, but is not limited to, information regarding industrial, company and personal secrets, as well as descriptions, systems, patterns, models, etc.
- 6.7. The Parties agree not to disclose confidential information to any Third party without the prior consent of the other Party. Neither Party may use confidential information of the other Party, or of a Third party, for other purposes than to receive the Services or comply with its obligations under the Agreement.
- 6.8. A Party may nevertheless make confidential information available to a Third party provided that the information was already known to that Party at the time the information was received, that the information is or has become part of public domain other than through a fault of either of the parties, or is rightfully received from a Third party without an obligation of confidentiality.
- 6.9. A Party may also disclose confidential information to a Third party for the strict purpose of, and only to the extent necessary for, the fulfilment of the Agreement. This is provided, however, that the receiver of confidential information shall be bound by a confidentiality obligation similar to this Article 6.
- 6.10. Each Party agrees to ensure that confidential information is not disclosed or distributed by their employees or representatives in violation of the terms of this Agreement.
- 6.11. The User organisation shall ensure that User identities, passwords, and equivalent used for accessing the Service are stored and used in a secure manner and cannot be accessed and thereby used by Third parties. The User organisation shall be liable for any unauthorised use of the Services. Offshore Norge shall have no liability for any loss or damage arising from the User organisation's failure to comply with these requirements.

## **7. Availability and Access to the Service**

- 7.1. Unless agreed otherwise, access to a Service shall be deemed to have been established at such time when the Service has first been made ready to be taken into use by the User organisation.
- 7.2. Access to the Services is available from the Internet, requiring the User organisation to buy connection services/access lines from a Third party, e.g. Internet Service Provider, to be able to use the Services. Offshore Norge is not liable for the discontinuation, disruption or delays of operation due to interruptions in communication lines provided by a Third Party. Refer to the Special terms for the Services for detailed information about relevant technical requirements for accessing the Services. Offshore Norge will make sure reasonable means are implemented for securing efficient and stable communication on Offshore Norge's end of the communication channels.
- 7.3. Offshore Norge shall adopt reasonable measures to ensure that the Services are materially in accordance with the applicable Service descriptions and documentation and are available on Offshore Norge's end of the communications channels 24/7. Offshore Norge may, however, take measures affecting availability, where Offshore Norge deems such to be necessary for technical, maintenance, operational, or security reasons. For relevant Services the Special terms state service level targets. Offshore Norge will not issue any service credit due to unavailability of the Services, and the User organisation may not claim price reduction or any other remedies due to unavailability or Errors.
- 7.4. Notice of Incidents
  - 7.4.1. User organisation shall promptly notify Offshore Norge of any Incident coming to the User organisation's attention, unless the User organisation is informed that Offshore Norge is already aware of the Incident.



7.4.2. Offshore Norge shall provide for such Incidents to be resolved diligently and in compliance with the stated provisions applicable to such cases.

#### 7.5. Changes

7.5.1. Offshore Norge shall be entitled to make any Changes required for the effective delivery of the Services.

7.5.2. Unless Offshore Norge or the Contractor deems a Change to be urgent in order to restore, maintain or secure to continued operation of the Service, Offshore Norge shall plan the implementation of any Change in advance and provide the User organisations information of an impending Change.

7.5.3. Offshore Norge may specify a Maintenance window for a Service. Ordinary regular Maintenance windows shall be specified in advance and happen at regular intervals.

#### 7.6. Readiness for emergencies and disasters:

Offshore Norge shall provide for a capability for handling emergency situations, including disasters, to minimize the disruptive effects on the Services of such situations. Offshore Norge shall have an emergency plan for the Services, which shall provide for the handling of a range of relevant disruptive scenarios. Offshore Norge shall perform regular emergency exercises and document results of such exercises.

7.7. In the event of any deviations in the Services, or significant risk of such deviations, Offshore Norge shall endeavor to rectify or prevent the deviation while minimizing the disruption to the User organisations. The User organisations shall co-operate and contribute to the rectification or prevention in such manner as Offshore Norge may reasonably require, including, but not limited to, for the purposes of identifying and correcting potential causes of deviations.

7.8. The Parties shall co-operate to resolve Errors and reconstruct data without undue delay, irrespective of the cause of any Errors or defects in or loss of the data. Offshore Norge is entitled to charge for its assistance for reconstructing data if Errors or defects in data are caused by circumstances related to the User organisation.

### 8. Termination

8.1. The User organisation may cancel individual Services or terminate the entire Agreement by use of self-service interface made available by Offshore Norge. The cancellation of the Services and the termination of the entire Agreement will be effective from the date specified in Offshore Norge's confirmation. Upon cancellation of a Service, the User organisation will no longer have access to the Service. Upon termination of the entire Agreement, the User organisation ceases to be a User organisation.

8.2. If a User organisation does not fulfil the requirements for being a User organisation or using a specific Service, Offshore Norge may terminate the Agreement or access to the Service by giving notice to that effect to the User organisation. Termination shall be effective immediately upon Offshore Norge's giving of such notice.

8.3. The User organisation is responsible for notifying Offshore Norge immediately if the criteria for being approved as a User organisation or using a specific Service cease to be fulfilled.

8.4. Offshore Norge may discontinue providing a Service with minimum 6 months prior notice, all User organisations using the Service shall be treated without undue discrimination with regard to such discontinuation.

8.5. Offshore Norge shall be entitled to terminate the Agreement with immediate effect if User organisation is in substantial breach of Agreement or becomes insolvent.

8.6. Data will be deleted and/or retained according to the Special terms for each Service.

### 9. Ownership in and rights to use intellectual property and information

9.1. Notwithstanding anything to the contrary in the Agreement, all IPR shall remain with Offshore Norge and/or its Contractors. IPR include, but is not restricted to, copyright, patents, trademarks, trade names, design and product design, source code, databases, business plans and know-how, whether registered or not. All documentation, including manuals, user guides and other written, electronic or non-electronic,

accounts of how the Services are set up and used is considered part of the Services and is subject to the same restrictions. All trademarks, registered trademarks, product names, company names or logos mentioned in the Services or in connection with the Services are the property of their respective owners.

- 9.2. The User organisation retains all rights to all data and all information collected and/or stored by the User organisation by using the Services. Offshore Norge shall not disclose or pass the User organisation's data on to any Third parties without prior written approval from the User organisation.
- 9.3. The User organisation obtains a limited, running and non-transferable right-of-use of software for the User organisation's internal organisational use.
- 9.4. For any Third-party software distributed to the User organisation as part of the Service, the rules and regulations set out by the distributor of such software shall apply to the User organisation.

## 10. Indemnification

10.1. Offshore Norge shall defend the User organisation against any claim or litigation where a Third party claims that the User organisation's use of the Services under the Agreement is in conflict or infringement with Third party's patent, copyright or other intellectual property rights.

10.1.1. The User organisation shall immediately notify Offshore Norge of any such claim. Offshore Norge shall, to the extent that it is liable, indemnify the User organisation for any cost, charge, damages, expense or loss imposed upon the User organisation under a court- approved settlement or court ruling, as well as the User organisation's own legal fees, provided that the User organisation cooperates with Offshore Norge at Offshore Norge's expense and gives Offshore Norge full control of the legal process and settlement, and that the settlement releases the User organisation from all liability.

10.1.2. Offshore Norge may at its discretion:

- (i) modify the Services so they no longer are in conflict,
- (ii) replace the Services with functionality equivalent Services,
- (iii) obtain a license for the User organisation's continued use of the Service or
- (iv) terminate the User organisation's subscription for the Services.

The User organisation may not make any other claims due to infringement of Third party's right.

10.2. The foregoing indemnity shall not apply if the Services have been used in breach of the Agreement or if the claim arises out of any modification, integration or customization of the Services not carried out by Offshore Norge.

10.3. The User organisation shall defend Offshore Norge against any claim or litigation where a Third party claims that the User organisation's data, or use of the Services in breach of the Agreement, is in conflict of infringement with the Third party's patent, copyright or other intellectual property rights, or is in breach or violation of applicable law. Offshore Norge shall immediately notify the User organisation of any such claim. The User organisation shall indemnify Offshore Norge for any cost, charge, damages, expense or loss imposed upon Offshore Norge under a court-approved settlement or court ruling, as well as Offshore Norge's legal fees, provided that Offshore Norge cooperates with the User organisation at the User organisation's expense and gives the User organisation full control of the legal process and settlement, and that the settlement releases Offshore Norge from all liability.

## 11. Limited Warranty

11.1. The Services will perform substantially as described by Offshore Norge and/or Offshore Norge's Contractors, provided the Services are properly used by the User organisation according to the Agreement. The Parties agree that the Services and delivery thereof will not be completely free of Errors, and that improving the Services is a continuous process. The User organisation acknowledges that the Services are delivered "as is" and used at the User organisation's own risk.

11.2. If the Services do not perform substantially as described, Offshore Norge is responsible for correction of verified Errors or defects in the Service. Offshore Norge may choose to replace the Services or functionality instead of performing correction.

## 12. Limited Liability

- 12.1. Except as explicitly provided in the Agreement, a Party shall not be liable to the other for any indirect losses arising out of or in connection with this Agreement, such as lost revenue, losses due to delayed or stopped production, lost or corrupt data. Third party claims (except section 10 and claims from User organisations) shall also be considered as indirect losses.
- 12.2. Except as explicitly provided in the Agreement, Offshore Norge's accumulated liability during a calendar year shall be limited to an amount equal to the fees payable to Offshore Norge for the Services delivered during that calendar year.
- 12.3. The limitations in this section 12 do not apply in case of gross negligence or willful misconduct.

## 13. Offshore Norge's general obligations

- 13.1. Offshore Norge shall provide for the Services to be executed with that degree of skill, care, diligence and good judgment exercised by recognized professional firms executing services of the same or similar nature.
- 13.2. Offshore Norge has appointed or shall be entitled to appoint a Contractor for the implementation of a major part of the Service. Offshore Norge shall provide that the Contractor is fully qualified to its assigned tasks. Offshore Norge shall monitor the Contractor's execution of its tasks in accordance with the standards provided for in the Agreement.
- 13.3. The Service shall be in compliance with applicable laws and regulations relevant for Offshore Norge's provision of the Service. Offshore Norge shall ensure that all official permits necessary for the Service have been obtained. Offshore Norge shall impose obligation to be in compliance with applicable laws and regulations, including to prevent corruption, money-laundering and other economic crimes, on the Contractors.
- 13.4. Offshore Norge shall ensure that it has ownership and proprietary rights or license in and to all software used for delivery of the Services, as well as all legal rights, derived or otherwise, to provide the Services to the User organisation.
- 13.5. Offshore Norge shall provide adequate documentation. Offshore Norge shall make available to User organisations such documentation of the Service as User organisations may reasonably require.
- 13.6. Offshore Norge shall obtain rights to carry out audits and inspections of the Contractor's execution of the Services. Offshore Norge shall plan and execute such audits and other tasks for the purpose of assuring the quality of the Service. User organisations may inform Offshore Norge of any particular requirements for quality assurance, and Offshore Norge shall endeavour to provide for any such requirements originating from regulatory requirements being relevant to Norwegian petroleum operations.

## 14. User organisation's general obligations

- 14.1. User organisation shall ensure use of the Service in accordance with (a) the Agreement, (b) applicable laws, licenses and regulations.
- 14.2. In the event that User organisation, at the time of entering into the Agreement, has provided to Offshore Norge certain information in fulfilment of requirements for being granted the Agreement, User organisation shall inform Offshore Norge of any material changes regarding such information.
- 14.3. The User organisation is responsible for appointing minimum two Contract administrators, who are authorised to sign the Order form to gain access to Offshore Norge's Services. The User organisation accepts that the Agreement may bring the User organisation into economical or other liability, stated in the Agreement. The User organisation is responsible for updating Offshore Norge concerning change of Contract administrators.
- 14.4. The User organisation is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness for data submitted into, and processed by, the Service.
- 14.5. The User organisation is responsible for notifying the Users about relevant changes to Agreement that concerns the Users.



14.6. The User organisation's use of data from the Services must comply with the routines and instructions stated by Offshore Norge for consuming such data, when limited by the Service's Special terms.

## **15. Force majeure**

15.1. Force majeure shall mean an occurrence beyond the reasonable control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Agreement and could not reasonably have avoided or overcome it or its consequences.

15.2. A Party shall not be considered in breach of Agreement to the extent it is proven that he was unable to fulfil his contractual obligations due to force majeure. Each Party shall cover its own costs resulting from force majeure.

15.3. The Party invoking force majeure shall notify the other Party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.

15.4. Each Party is entitled to terminate the Agreement for convenience if the force majeure situation continues, or it is obvious that it will continue, for more than 90 (ninety) days.

## **16. Applicable law and legal venue**

16.1. The Agreement shall be governed by Norwegian law.

16.2. The Parties agree to have any litigation against each other arising out of the Agreement before Stavanger District Court.

16.3. In the event of any dispute to this Agreement, the Parties agree to initially make a full and good faith attempt to resolve such dispute by negotiation at an executive level, to the extent reasonable under the circumstances, prior to commencing court or arbitration proceedings.

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*(End of General terms)*