



General terms

for use of CoOper8 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 General terms, Privacy terms and Special terms referenced in the Order and pricing form.
CoOper8	CoOper8 as defined in the Order and pricing form, as well as a trademark owned by CoOper8 used as name for the portfolio of digital collaboration services offered to its User organisations.
Contract administrator	A representative for the User organisation, authorised to act on behalf of the User organisation, including committing any cost attached, acting as CoOper8'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.
Error	Incorrectness or lack of functionality in a Service.
General terms	General terms for use of CoOper8 Services (this document), available at www.cooper8.no/terms-of-services .
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. IPR include, but are not restricted to, copyright, patents, trademarks, trade names, design and product design, source code, databases, business plans and know-how, whether registered or not.
Maintenance window	A period of time designated in advance by the technical staff, during which preventive maintenance may be performed.
Order and pricing form	The form, being a part of this Agreement and listing the User organisation's Service subscriptions.
Party	CoOper8 or the User organisation.
Parties	CoOper8 and the User organisation.
Privacy terms	Terms regarding processing of personal data. Privacy terms for a Service consist of privacy policy for all Services and special privacy policy for a particular Service, available at www.cooper8.no/privacy-terms .
Service	An individual application and/or infrastructure service within the CoOper8 service portfolio delivered by CoOper8 to the User organisation.
Annual Service Fee	Recurring service fee payable by the user organisation for access to and use of the Service, including standard support. The Annual Service Fee does not include any additional services or deliverables outside the scope of the standard service offering.
Additional Services	Fee(s) payable by the User organisation for optional services or deliverables requested in addition to the services included in the Annual Service Fee. Additional Services are invoiced separately and only apply to services expressly ordered by the User organisation.
Special terms	Additional terms applicable to a specific Service, available at www.cooper8.no/terms-of-services .
Third party	Any other party than the User organisation and CoOper8.
User	The User organisation's staff directly or indirectly using CoOper8's 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 CoOper8
User organisations	All organisations which have entered into a similar agreement for use of CoOper8 Services.
Customer	User organisation paying for use of Material Management and/or Project Control Management services.
Supplier organisations	A company providing product/project specific information into the Service. Examples of such companies are manufacturers, distributors, package suppliers, agents and manufacturers.
Vendor	An enterprise engaged by CoOper8 to deliver major parts of a Service.

2 Structure of the Agreement

- 2.1 This Agreement (the Agreement) consists of
 1. General Terms (this document)
 2. Special terms (one for each Service)
 3. Order and Pricing form
- 2.1.1 Order and pricing form includes a list of the subscribed services and is signed electronically. Subsequent additions and removal of the Services shall be confirmed in a new updated Order and pricing form, replacing the previous version.
- 2.2 General terms provide common terms applicable for all Services.
- 2.3 Special terms contain terms applicable for that Service only, and may contain provisions that adjust, amend or supersede provisions of the General terms.
- 2.4 In the event of conflict between the Order and pricing form, Special terms and General terms, the documents prevail in the order listed above.
- 2.5 Agreement documents are available at www.cooper8.no/terms-of-services.
- 2.6 The Agreement may not be amended by other terms provided to CoOper8 by the User organization.

3 Subscription agreement

- 3.1 Upon CoOper8's approval of access to the requested Services, and the User organisation's signing of the Order and pricing 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.
- 3.2 User organisations may add or remove individual Services or terminate the Agreement by contacting our customer support where contact information is available on www.cooper8.no.
- 3.3 CoOper8 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.
- 3.4 CoOper8 may revise the wording of and/or make adjustments to the terms published on www.cooper8.no/terms-of-services and www.cooper8.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.
- 3.5 If the revised version includes substantial changes, CoOper8 will provide at least 30 days' prior notice. Such notice will be posted in a suitable CoOper8 portal and/or distributed to the Contract administrators.
- 3.6 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.cooper8.no/terms-of-services and www.cooper8.no/privacy-terms.
- 3.7 CoOper8 may refer to the User organisation as a subscriber of the Services for building mutual trust in CoOper8's User organisation community.
- 3.8 If CoOper8 has engaged a Vendor for the execution of major part of a Service, CoOper8 shall be primarily responsible for all communication with the Vendor pertaining to the Service.
- 3.9 CoOper8 may use Vendors to perform whole or parts of its rights and obligations under the Agreement. Including to allow a Vendor to provide specific Services, notices, requests, approvals, consents or instructions on behalf of CoOper8 for a specific Service. Similarly, CoOper8 may instruct that certain categories of communication related to a specific Service shall be addressed by the User organisation to a Vendor.

4 Access to the Services

- 4.1 Access to the relevant Services shall be established for the User organisation in accordance with applicable procedures set in the Special terms.
- 4.2 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.
- 4.3 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. CoOper8 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. CoOper8 will make sure reasonable means are implemented for securing efficient and stable communication on CoOper8's end of the communication channels.
- 4.4 Readiness for emergencies and disasters:
CoOper8 shall provide for a capability for handling emergency situations, including disasters, to minimize the disruptive effects on the Services of such situations. CoOper8 shall have an emergency plan for the Services, which shall provide for the handling of a range of relevant disruptive scenarios.
- 4.5 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. CoOper8 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.
- 4.6 Notice of Incidents
 - 4.6.1 User organisation shall promptly notify CoOper8 of any Incident coming to the User organisation's attention, unless the User organisation is informed that CoOper8 is already aware of the Incident.
 - 4.6.2 CoOper8 shall provide for such Incidents to be resolved diligently and in compliance with the stated provisions applicable to such cases.

5 Use of the Services

- 5.1 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.
- 5.2 The User organisation acknowledges that Users are authorised to grant CoOper8's Vendors' support personnel access to the User organisation's data and User sessions, if required in support cases or otherwise requested by a User.
- 5.3 Only named Users, primarily identified by an e-mail address, may use the Services, with exception for official machine interfaces allowing system account access.
- 5.4 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.
- 5.5 User accounts and system accounts are established and managed according to the Special terms.
- 5.6 User accounts are personal. Each User is responsible for the confidentiality and accuracy of login and other account information.
- 5.7 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.

6 Service level

- 6.1 CoOper8's goal is that the Services should be available at all times, except for during standard maintenance windows.
- 6.2 Standard Maintenance windows
- 6.3 Planned maintenance is used for carrying out technical and functional updates. Technical updates are typically performed monthly, with the goal of not affecting the availability of the service. Functional updates are performed in relation to releasing new functionality in the service. Maintenance notifications are published on the service login-page and/or in e-mail to the Users minimum 7 days in advance.
- 6.4 CoOper8 shall adopt reasonable measures to ensure that the Services are materially in accordance with the applicable Service descriptions and documentation and are available on CoOper8s end of the communications channels 24/7. CoOper8 may, however, take measures affecting availability, where CoOper8 deems such to be necessary for technical, maintenance, operational, or security reasons. For relevant Services the Special terms state service level targets. CoOper8 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.
- 6.5 Changes
 - 6.5.1 CoOper8 shall be entitled to make any Changes required for the effective delivery of the Services.
 - 6.5.2 Unless CoOper8 or the Vendor deems a Change to be urgent to restore, maintain or secure to continued operation of the Service, CoOper8 shall plan the implementation of any Change in advance and provide the User organisations information of an impending Change.
 - 6.5.3 CoOper8 may specify a Maintenance window for a Service. Ordinary regular Maintenance windows shall be specified in advance and happen at regular intervals.
- 6.6 In the event of any deviations in the Services, or significant risk of such deviations, CoOper8 shall seek 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 CoOper8 may reasonably require, including, but not limited to, for the purposes of identifying and correcting potential causes of deviations.

7 Pricing model and invoicing

- 7.1 The Annual Service fee model for the specific Services is specified in the Special terms.
- 7.2 Supplier organisations will not be charged/invoiced for using the service. The details are specified in Special terms for the service.
- 7.3 CoOper8 may adjust the Annual Service fee once a year, prior to a new invoicing period, as a minimum in accordance with the increase in the Norwegian Consumer Price Index of Statistics Norway calculated from the date of the start of the last invoicing period. If a start-up discount has been granted, CoOper8 reserves the right to adjust the price at renewal according to the current price list.
- 7.4 No service fees will be refunded as a result of removal of a Service by one of the Parties, termination for convenience or termination for breach.
- 7.5 CoOper8 shall submit to User organisation an invoice which shall be in accordance with rates, stated by CoOper8 upon request, and shall clearly identify the basis for the invoiced amounts.
- 7.6 Annual Service Fee will be invoiced for a period of 12 months in advance. When Services are ordered during a year the fee will be prorated and invoiced for the remainder of the year. The Annual Service Fee will be invoiced for the first time on the 1st day of the month following the signing of the Contract.
- 7.7 Additional Services will be invoiced separately according to the Order and Pricing Form. Each service has specific additional deliverables where applicable to the end user company. These additional deliverables are defined in the Special Term agreement/document for each service.
- 7.8 The User organisation shall settle the invoice within 30 days after the date specified on the invoice. Late settlements will incur interest on overdue amounts, calculated in accordance with applicable government rates.
- 7.9 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.
- 7.10 CoOper8 is entitled to charge interest on the delayed payment in accordance with applicable Norwegian legislation. In the event of delayed payment, the CoOper8 AS may suspend the Access to the service until all outstanding payments have been made.
- 7.11 In case of dispute, the User organisation shall pay any undisputed amount by its due date.
- 7.12 Any incorrect charges shall be corrected by CoOper8. The User organisation may only issue such requests during the 6 months following the receipt of the invoice.

8 Processing of personal data

- 8.1 CoOper8's delivery of Services may involve processing of personal data. In such case and unless specified otherwise in the Privacy terms, the User organisation will be the data controller and CoOper8 will be the data processor.
- 8.2 This section 8 includes general obligations regarding CoOper8's processing of personal data on behalf of the User organisations and CoOper8's obligation to have implemented required information security measures. The Privacy terms available at www.cooper8.no/privacy-terms, are also part of the Agreement.
- 8.3 The Agreement, and this provision, fulfils the requirements for a valid data processing agreement. CoOper8 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 or the relevant data protection authority's interpretation of the applicable legislation.
- 8.4 CoOper8 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. Purpose, subject matter and duration of processing of personal data is further described in the Privacy terms.
- 8.5 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".
- 8.6 CoOper8's obligations as the data processor
 - 8.6.1 CoOper8 shall process personal data only in accordance with the Agreement or other documented instructions from the User organisation. CoOper8 may also be required to perform certain processing by applicable law – in such a case, CoOper8 shall inform the User organisation of such legal requirement before the processing starts, unless applicable law prohibits such information.
 - 8.6.2 CoOper8 shall ensure that persons authorised to process the personal data are subject to confidentiality obligations.
 - 8.6.3 CoOper8 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 CoOper8, then CoOper8 shall be entitled to charge for such assistance on a time and material basis.

- 8.6.4 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, CoOper8 shall have implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- 8.6.5 the pseudonymisation and encryption of personal data;
 - 8.6.6 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 8.6.7 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - 8.6.8 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
 - 8.6.9 In case of a personal data breach, or security Incidents with potential impact on personal data, CoOper8 shall notify the User organisation promptly after becoming aware of the breach or the Incident.
 - 8.6.10 Unless prohibited by law, CoOper8 shall promptly notify the User organisation of any request for the disclosure of or access to the data by authorities. CoOper8 will disclose the User organisation's data to governmental authorities or police only to comply with legally binding requests.
 - 8.6.11 CoOper8 shall notify the User organisation of any request received directly from a data subject without responding to that request, unless CoOper8 has been otherwise authorised to do so in writing or is obliged by applicable law.
 - 8.6.12 CoOper8 shall inform the User organisation in writing if the User organisation's instructions in CoOper8's opinion would result in a breach of relevant legislation with regard to processing of personal data.
- 8.7 The User organisations agree and guarantee that:
- 8.7.1 The User organisation is the owner of or otherwise has the right to transfer the data to the Services for processing by CoOper8, and that the User organisation has the responsibility for the accuracy, integrity, content, reliability and legality of such data, including the transfer and instructions.
 - 8.7.2 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.
 - 8.7.3 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.

- 8.7.4 The User organisation shall hold CoOper8 harmless from all claims, fines etc. imposed on or directed towards CoOper8 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.
- 8.8 Use of a Vendor
- 8.8.1 CoOper8 may use Vendors as sub-processors to perform obligations or process personal data under this Agreement.
- 8.8.2 All Vendors 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 8. CoOper8 remains fully liable to the User organisation for the performance of the Vendors obligations as a sub-processor.
- 8.8.3 CoOper8's Privacy terms shall provide a list of relevant Vendors used for processing of personal data. CoOper8 shall notify the User organisation in accordance with section 3.4 minimum 30 days prior to allowing a new Vendor to process personal data
- 8.8.4 Transfer of personal data abroad
- 8.8.5 CoOper8 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 8.8.3 and subject to CoOper8 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.
- 8.9 Audit
- 8.9.1 Each Party shall make available all information necessary to demonstrate compliance with the obligations laid down in this section 8 and allow for and contribute to audits, including inspections, conducted by the other Party or another auditor mandated by the other Party. User organisation shall compensate CoOper8 for any audits on time and material basis.
- 8.10 Deletion of data
- 8.10.1 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 CoOper8 on behalf of the User organisation, as Data controller, will be deleted by CoOper8 when CoOper8 ceases to provide a particular Service to the User organisation.

9 Security

- 9.1 CoOper8 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.
- 9.2 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.
- 9.3 Temporary disconnection or limited access for security reasons
 - 9.3.1 CoOper8 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.
 - 9.3.2 CoOper8 shall attempt to limit negative effects for the User organisation and shall attempt to notify the User organisation in advance, if possible.
- 9.4 CoOper8 shall comply with the applicable regulatory frameworks and generally accepted standards for information security which are relevant for the Service.
- 9.5 If the User organisation requests special documentation of compliance with relevant information security requirements, CoOper8 shall make commercially reasonable efforts to provide such documentation. CoOper8 shall be entitled to reimbursement from the User organisation for the cost of providing such documentation.

10 Confidentiality

- 10.1 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.
- 10.2 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.
- 10.3 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 the 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.
- 10.4 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, provided that the receiver is bound by similar confidentiality obligations as in this section 10
- 10.5 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.
- 10.6 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. CoOper8 shall have no liability for any loss or damage arising from the User organisation's failure to comply with these requirements.

11 Termination

- 11.1 The User organisation may cancel all or individual Services or terminate the entire Agreement.
- 11.2 Upon cancellation of a Service, the User organisation will have access to the Service throughout the payment period.
- 11.3 If a User organisation does not fulfil the requirements for being a User organisation or using a specific Service, CoOper8 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 CoOper8's giving of such notice.
- 11.4 The User organisation is responsible for notifying CoOper8 immediately if the criteria for being approved as a User organisation or using a specific Service cease to be fulfilled.
- 11.5 CoOper8 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.
- 11.6 CoOper8 shall be entitled to terminate the Agreement with immediate effect if User organisation is in substantial breach of Agreement or becomes insolvent.
- 11.7 Data will be deleted and/or retained according to the Special terms for each Service.

12 Intellectual Property Rights

- 12.1 Notwithstanding anything to the contrary in the Agreement, all IPR shall remain with CoOper8 and/or its Vendors. 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.
- 12.2 The User organisation retains all rights to all data and all information collected and/or stored by the User organisation by using the Services. CoOper8 shall not disclose or pass the User organisation's data on to any Third parties, and shall not use data for CoOper8's own purpose without prior written approval from the User organisation.
- 12.3 The User organisation obtains a limited, running and non-transferable right-of-use of software for the User organisation's internal organisational use.
- 12.4 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.
- 12.5 The Intellectual property right for the service resides with CoOper8, however all data uploaded to service are owned by the Customer, regardless of which User has entered or uploaded it.

13 Breach of Intellectual Property Rights

13.1 CoOper8 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 IPR.

13.1.1 The User organisation shall immediately notify CoOper8 of any such claim. CoOper8 shall, to the extent that it is liable, indemnify the User organisation for any direct and reasonable cost or damages imposed upon the User organizations 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 CoOper8 at CoOper8's expense and gives CoOper8 full control of the legal process and settlement, and that the settlement releases the User organisation from all liability.

13.1.2 In the event of such claim, CoOper8 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.

13.2 The foregoing indemnity shall not apply if the Services have been used in breach of the Agreement or any other instruction, practice or regulation provided by CoOper8 relating to the Service, or if the claim arises out of any modification, integration or customization of the Services not carried out by CoOper8.

13.3 The User organisation shall defend CoOper8 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 IPR, or is in breach or violation of applicable law.

13.4 CoOper8 shall immediately notify the User organisation of any such claim. The User organisation shall indemnify CoOper8 for any cost, charge, damages, expense or loss imposed upon CoOper8 under a court-approved settlement or court ruling, as well as CoOper8's legal fees, provided that CoOper8 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 CoOper8 from all liability.

14 Limited Warranty

- 14.1 The Services will perform substantially as described by CoOper8 and/or CoOper8's Vendors, provided the Services are properly used by the User organisation according to the Agreement.
- 14.2 If the Services do not perform substantially as described, CoOper8 is responsible for correction of verified Errors or defects in the Service. CoOper8 may choose to replace the Services or functionality instead of performing correction.

15 Limited Liability

- 15.1 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 13 and claims from User organisations) shall also be considered as indirect losses.
- 15.2 Except as explicitly provided in the Agreement, CoOper8's accumulated liability during a calendar year shall be limited to an amount equal to the fees payable to CoOper8 for the Services delivered during that calendar year.
- 15.3 The limitations in this section do not apply in case of gross negligence or wilful misconduct.

16 CoOper8's general obligations

- 16.1 CoOper8 shall provide for its obligations to be executed with the same degree of skill, care, diligence and good judgment exercised by recognized professional firms executing services of the same or similar nature.
- 16.2 CoOper8 has appointed or shall be entitled to appoint a Vendor for the implementation of a major part of the Service. CoOper8 shall provide that the Vendor is fully qualified to its assigned tasks. CoOper8 shall monitor the Vendor's execution of its tasks in accordance with the standards provided for in the Agreement.
- 16.3 The Service shall be in compliance with applicable laws and regulations relevant for CoOper8's provision of the Service. CoOper8 shall ensure that all official permits necessary for the Service have been obtained. CoOper8 shall also ensure that Vendors comply with applicable laws and regulations, including to prevent corruption, money-laundering and other economic crimes.
- 16.4 CoOper8 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.
- 16.5 CoOper8 shall provide adequate documentation. CoOper8 shall make available to User organisations such documentation of the Service as User organisations may reasonably require.
- 16.6 CoOper8 shall obtain rights to carry out audits and inspections of the Vendor's execution of the Services. CoOper8 shall plan and execute such audits and other tasks for the purpose of assuring the quality of the Service.
- 16.7 User organisations may inform CoOper8 of any particular requirements for quality assurance, and CoOper8 shall seek to provide any such requirements originating from relevant regulatory requirements.

17 User organisation's general obligations

- 17.1 User organisation shall ensure use of the Service in accordance with (a) the Agreement, (b) applicable laws, licenses and regulations.
- 17.2 In the event that User organisation, at the time of entering into the Agreement, has provided to CoOper8 certain information in fulfilment of requirements for being granted the Agreement, User organisation shall inform CoOper8 of any material changes regarding such information.
- 17.3 The User organisation is responsible for appointing minimum two Contract administrators, who are authorised to sign the Order and pricing form to gain access to CoOper8'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 CoOper8 concerning change of Contract administrators.
- 17.4 The User organisation is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness for data submitted into, and processed by, the Service.
- 17.5 The User organisation is responsible for notifying the Users about relevant changes to Agreement that concerns the Users.
- 17.6 The User organisation's use of data from the Services must comply with the routines and instructions stated by CoOper8 for consuming such data, when limited by the Service's Special terms.

18 Force majeure

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.

19 Assignment

- 19.1 CoOper8 may assign its rights or obligations under this Agreement, including transferring the Agreement, to any Third party upon notice to the User organisation.
- 19.2 User organisation may not assign or transfer the Agreement to any Third party without the prior written consent of CoOper8.

20 Applicable law and legal venue

- 20.1 The Subscription Agreement shall be construed, interpreted, and governed by the laws of Norway, and Stavanger District Court will be the legal venue.
- 20.2 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 proceedings.

(End of General terms)