



General Terms

for use of CoOper8 Services



GENERAL TERMS FOR USE OF CoOper8 SERVICES

The terms and conditions contained herein (the “**General Terms**”) govern the relationship between CoOper8 AS (“**CoOper8**”) and the Customer in connection with the Customer's access to and use of CoOper8's software-as-a-service solutions (the “**Service(s)**”). These General Terms form an integral part of the entire Agreement and shall apply together with the Customer Agreement, the applicable Special Terms for each subscribed Service(s), and the Privacy Policy.

1. Definitions and Abbreviations

Where used in these General Terms and in all other documents forming part of the Agreement, the following terms, starting with a capital letter, shall have the meanings stated below:

"Additional Services" means services or deliverables requested by the Customer in addition to the services included in the Annual Service Fee, invoiced separately and only applicable to services expressly ordered by the Customer.

"Agreement" means the entire binding contract between CoOper8 and the Customer, comprising the Customer Agreement, these General Terms, the applicable Special Terms for each subscribed Service, and the Privacy Policy, together with any addenda or amendments agreed in writing between the Parties.

"Annual Service Fee" means the recurring fee payable by the Customer for access to and use of a Service, including standard support as described in the applicable Special Terms. The Annual Service Fee does not include any Additional Services or deliverables outside the scope of the standard service offering.

"Authorised Users" means those employees, contractors or agents of the Customer who are authorised to access and use the relevant Service in accordance with the Agreement.

"Confidential Information" means any information disclosed by one Party to the other in connection with the Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation the terms of the Agreement, technical information, pricing, business processes, Customer Data, and any non-public information relating to either Party's business.

"Contract Administrator" means a representative for the Customer, authorised to act on behalf of the Customer, including committing any cost attached, acting as CoOper8's main contact person towards the Customer for all contractual matters concerning the Agreement.

"CoOper8" means CoOper8 AS, a company incorporated under the laws of Norway with registered office at Grenseveien 21, 4313 Sandnes, established to deliver and manage digital solutions.

"Customer" means the company or organisation that has entered into the Customer Agreement with CoOper8 for access to and use of one or more Services.

"Customer Agreement" means the specific Customer Agreement entered into between CoOper8 and the Customer, specifying the Services subscribed to, the applicable Annual Service Fees, the Service Term, and Parties.



"Customer Data" means any data, content or information uploaded, submitted, stored, transmitted or otherwise provided by the Customer or its Authorised Users in connection with the use of the Services.

"Data Protection Legislation" means, as applicable: (i) Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR") as implemented in Norwegian law by the Norwegian Personal Data Act (personopplysningsloven) of 15 June 2018 and (ii) any other applicable data protection or privacy legislation in force from time to time.

"Documentation" means any technical and user documentation, including user manuals, training materials and specifications, relating to the Services as made available by CoOper8 to the Customer from time to time.

"Effective Date" means the date stated as such in the Customer Agreement.

"Intellectual Property Rights" means all intellectual and industrial property rights of whatever nature, whether registered or unregistered and whether subsisting now or in the future, anywhere in the world, including but not limited to: all patents, rights to inventions, utility models and patent applications, copyright, neighbouring rights and related rights (including rights in software, source code, object code, algorithms and methodology), trademarks and service marks, rights in get-up and trade dress, brand and domain names, database rights, rights in designs and registered designs, rights in Confidential Information, know-how and trade secrets, moral rights, unfair competition rights, rights in goodwill, and any other intellectual property rights or forms of protection of a similar nature or having an equivalent or similar effect, in each case including all applications, registrations, renewals, extensions, divisions, continuations, reissues and revivals of any of the foregoing, and all rights to apply for or obtain such rights, in any country or jurisdiction worldwide.

"Party" means CoOper8 or the Customer, and "Parties" means both.

"Personal Data" has the meaning given to it under the GDPR.

"Privacy Policy" means CoOper8's privacy policy applicable to all Services available at www.cooper8.no, and as updated from time to time.

"Service" means an individual software-as-a-service application within the CoOper8 service portfolio to which the Customer has subscribed, as specified in this Customer Agreement.

"Service Level Agreement" or "SLA" means CoOper8's service level agreement applicable to the Services, as updated from time to time, available at www.cooper8.no.

"Service Term" means the period during which the Customer is entitled to access and use the relevant Service, as specified in the Customer Agreement.

"Special Terms" means the service-specific terms and conditions applicable to a particular Service, available at www.cooper8.no, which supplement these General Terms.

2. Agreement Structure and Acceptance



- 2.1 The Agreement comprises the following documents, which together form one binding contract between the Parties:
- (a) the Customer Agreement, specifying the Service(s), Annual Service Fees, Service Term, and Parties;
 - (b) these General Terms for use of CoOper8 Services;
 - (c) the applicable Special Terms for each subscribed Service;
 - (d) the Privacy Policy; and
 - (e) the Service Level Agreement.
- 2.2 In the event of any conflict or inconsistency between the documents constituting the Agreement, they shall prevail in the order listed in Section 2.1 above. In the event of any conflict between the Special Terms and these General Terms, the Special Terms shall prevail in respect of the relevant Service. The Agreement may not be amended by any other terms provided by the Customer. Any different or additional terms the Customer may reference or provide to CoOper8 are inapplicable and expressly overridden by the Agreement.
- 2.3 By signing the Customer Agreement, clicking an "Accept" button, or accessing or using any Service, the Customer confirms that it has read, understood and accepts the Agreement in its entirety. The Customer is responsible for carefully reading all documents constituting the Agreement before taking any such action.
- 2.4 Any person accepting the Agreement on behalf of the Customer warrants and represents that they have the authority to do so and to legally bind the Customer. The Customer acknowledges that:
- (a) it has had the opportunity to review all documents comprising the Agreement;
 - (b) it understands the legal implications and binding nature of the Agreement;
 - (c) it has the authority to enter into the Agreement on behalf of its organisation;
 - (d) it accepts all terms, conditions, warranties, disclaimers and limitations of liability contained herein; and
 - (e) it shall comply with all applicable laws and regulations in its use of the Services.
- 2.5 The Agreement becomes effective as of the Effective Date of the Customer Agreement and shall remain in effect for the Service Term specified therein.
- 2.6 CoOper8 reserves the right to amend these General Terms from time to time, with such amendments published at www.cooper8.no. Material changes shall be notified to the Customer in writing with no less than the notice period applicable for termination under Section 13.2. The Customer may terminate the Agreement before such material changes take effect by giving written notice within that period. Continued use of the Services after the effective date shall constitute acceptance of the amended General Terms.
- 3. CoOper8's Services**
- 3.1 CoOper8 provides cloud-based digital services to the energy industry through two service portfolios:
- (a) Material Management (MM), comprising: EqHub, EqHub Norm, SPIR, Critical, Virtual Inventory, and Loop; and
 - (b) Project Control Management (PCM), comprising: Schedule Exchange (formerly ILAP Data Exchange) and Schedule Analytics (formerly ILAP Analytics).
- A description of each Service is available at www.cooper8.no.



3.2 CoOper8's Services are delivered through a hybrid model comprising both Software-as-a-Service (SaaS) and locally installed software components. All software ownership and intellectual property rights remain with CoOper8, and no source code is transferred to the Customer under any delivery model:

a) **SaaS Components:** The Customer accesses software applications delivered over the internet.

(b) **Locally Installed Software Components:** Schedule Analytics is distributed through the Microsoft Store and deployed by the Customer's IT department, which manages installation, configuration, versioning, and updates via Microsoft Intune or equivalent tools. The customer should have an ambition to always be on the latest version.

3.3 CoOper8 reserves the right to make changes, enhancements and updates to the Services at any time, including changes to functionality, design, appearance, operational method and technical specifications. CoOper8 shall use reasonable endeavours to give the Customer prior notice of any material changes that may adversely affect the Customer's use of the Services. Changes required for security or operational reasons may be implemented without prior notice. Such changes shall not be considered a breach of the Agreement.

3.4 CoOper8 may engage subcontractors and third-party service providers in connection with the provision of the Services.

4. Access to Services

4.1 Subject to the terms and conditions of the Agreement, including payment of the applicable Annual Service Fee, CoOper8 hereby grants the Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence during the applicable Service Term to access and use the relevant Service solely for the Customer's own internal business purposes and in accordance with the Agreement and the Documentation.

4.2 Access to the relevant Services shall be established for the Customer in accordance with applicable procedures set in the Special terms for the relevant Service. The Special Terms for the Services may contain detailed information about relevant technical requirements for accessing the Services.

4.3 Unless agreed otherwise in the Customer Agreement, 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 Customer.

4.4 Access to some or all of the Services is available from the Internet, requiring the Customer 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.

4.5 Licences granted under the Agreement are individual and personal to each Authorised User. There is a one-to-one relationship between each licence and each Authorised User. A single licence may not be shared with or used by more than one individual. Any sharing of licences is strictly prohibited and shall constitute a material breach of the Agreement.



- 4.6 Access to each Service will be granted to the Customer based on individual and company roles, as further described in the applicable Special Terms. The Customer shall be responsible for user administration and access provisioning for the Customer's internal users, unless otherwise stated in the applicable Special Terms.
- 4.7 The Customer shall ensure that only Authorised Users access and use the Services and that each Authorised User complies with the terms of the Agreement. The Customer shall be responsible for all acts and omissions of its Authorised Users as if they were its own.
- 4.8 Where a Service permits or even requires the Customer to invite or enable third parties (including, without limitation, contractors, consultants, third-party data providers or other external collaborators) to access or use the Service, the Customer shall ensure that any such third party complies with all applicable terms and conditions of the Agreement. The Customer shall be responsible for all acts and omissions of any such third party in connection with its access to or use of the Service as if such third party were an Authorised User of the Customer.
- 4.9 Each Authorised User shall be assigned personal login credentials. The Customer shall ensure that login credentials are treated as strictly confidential and are not shared with or made accessible to any other person.
- 4.10 The Customer is responsible for ensuring that each Authorised User registers with accurate, complete and up-to-date information and maintains such registration information throughout the Service Term.
- 4.11 The Customer shall promptly notify CoOper8 if it becomes aware of any actual or suspected unauthorised access to or use of any Service or any Authorised User's login credentials and shall take all steps reasonably necessary to prevent further unauthorised access.
- 4.12 CoOper8 shall not be liable for any loss or damage arising from the Customer's failure to comply with the access and security obligations set out in this Section 4.
- 4.13 User accounts containing materially inaccurate or incomplete registration information may be suspended or closed without prior notice.

5. Contract Administrator

- 5.1 The Customer shall designate an internal contact person responsible for co-ordinating the Customer's obligations under the Agreement and for serving as the primary point of contact for CoOper8 in connection with the relevant Services.
- 5.2 The Customer shall promptly notify CoOper8 of any change to its designated Contract Administrator.

6. Service Level

- 6.1 CoOper8 shall provide user support and shall endeavour to achieve the service level targets applicable to the Services in accordance with the Service Level Agreement, which forms an integral part of the Agreement and is available at www.cooper8.no.



- 6.2 The Service Level Agreement and its content constitute the sole and exclusive basis on which service level performance shall be measured and remedied. The Customer's sole and exclusive remedy in respect of any failure by CoOper8 to meet the service levels shall be as set out in the Service Level Agreement.
- 6.3 The Service Level Agreement does not cover user support for professional or substantive matters that do not directly relate to the use of the Services. Assistance beyond the scope of user support as defined in the Service Level Agreement shall be considered Additional Services for which the Customer shall pay CoOper8 a fee in accordance with Section 16 of these General Terms.
- 6.4 CoOper8 reserves the right to amend the Service Level Agreement from time to time. The version published at www.cooper8.no shall be the prevailing version. CoOper8 shall use reasonable endeavours to give the Customer prior notice of any material changes to the Service Level Agreement.
- 6.5 The Customer acknowledges that Authorised Users are entitled to grant CoOper8 and its subcontractors' support personnel access to the Customer's data and user sessions, if required in support cases or otherwise requested by an Authorised Users.

7. CoOper8's General Obligations

- 7.1 CoOper8 shall provide the Services with reasonable care and skill and in accordance with the Agreement and the applicable Documentation.
- 7.2 CoOper8 shall use reasonable endeavours to ensure that the Services are available to the Customer and its Authorised Users in accordance with the service level targets set out in the Service Level Agreement.
- 7.3 CoOper8 shall make the Documentation available to the Customer and shall keep the Documentation reasonably up to date with any material changes to the Services.
- 7.4 CoOper8 shall notify the Customer promptly in writing of any material changes to the Services, the Agreement or the Privacy Policy that may adversely affect the Customer, in accordance with the notice provisions set out in Section 2.6 and Section 6.5.
- 7.5 CoOper8 shall co-operate with the Customer in good faith in relation to the performance of the Agreement and shall respond to the Customer's reasonable requests in a timely manner.
- 7.6 CoOper8 reserves the right to close down the Services from time to time for planned maintenance, upgrades, updates and bug fixes, in accordance with the Service Level Agreement, and shall use reasonable endeavours to carry out such activities in a manner that minimises disruption to the Customer.

8. Customer's General Obligations

- 8.1 The Customer shall actively co-operate with CoOper8 in connection with the provision of the Services and shall commit sufficient internal resources, including personnel and access, as reasonably necessary to enable CoOper8 to carry out its obligations under the Agreement.



- 8.2 The Customer shall ensure that all Authorised Users receive appropriate training prior to accessing the Services and shall maintain the security and confidentiality of all login credentials issued to Authorised Users.
- 8.3 The Customer is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness for all data submitted into, and processed by, the Service.
- 8.4 The Customer is responsible for notifying its Authorised Users about relevant changes to Agreement that concern the Authorised Users.
- 8.5 The Customer'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.
- 8.6 Prior to reporting an issue to CoOper8 as a defect in the Services, the Customer shall investigate whether the issue is attributable to its own systems, integrations, equipment, network or other circumstances outside of the Services.
- 8.7 The Customer shall comply with all applicable third-party terms and conditions relating to any third-party software, platforms or technology integrated with the Services.
- 8.8 The Customer shall comply with all applicable laws and regulations in connection with its use of the Services.
- 8.9 The Customer shall not, and shall ensure that its Authorised Users do not:
- (a) use the Services for any purpose that is unlawful, fraudulent or harmful, or in a manner that infringes the rights of any third party;
 - (b) upload, transmit or store any data or material that contains viruses, malware, ransomware or other harmful code or components;
 - (c) attempt to circumvent, disable or interfere with any security features, access controls or technical restrictions of the Services;
 - (d) access, tamper with or use any non-public areas of the Services or CoOper8's infrastructure without authorisation;
 - (e) probe, scan or test the vulnerability of any system or network or breach any security or authentication measures;
 - (f) use any automated means (including bots, scrapers or crawlers) to access the Services, other than through interfaces expressly permitted by CoOper8;
 - (g) sublicense, sell, resell, transfer, assign or otherwise make the Services available to any third party without CoOper8's prior written consent; or
 - (h) use the Services in a manner that exceeds the usage limits or permitted scope applicable to the relevant Service.

9. Processing of Personal Data

- 9.1 Each Party shall comply with its respective obligations under the applicable Data Protection Legislation in connection with its activities under the Agreement.
- 9.2 CoOper8 will process personal data required to fulfil its role as a provider of Services. The Privacy Policy describes how CoOper8 may collect, process, share, transfer and retain personal data in connection with each Service and is available at www.cooper8.no.



- 9.3 When CoOper8 interacts with the Customer's representatives for governance, contractual and administrative purposes (rather than as part of the delivery of the Service), CoOper8 acts as an independent data controller with respect to the personal data of such representatives.
- 9.4 CoOper8 will use system event information for enabling secure and efficient delivery and operation of the Services and/or to identify and correct security incidents, and CoOper8 acts as an independent data controller in this regard. Such information is not stored longer than necessary to reach the goal of secure operation and is not shared with the Customer or third parties, save that sharing with subcontractors on a need-to-know basis shall be permitted. The Customer acknowledges that CoOper8 is not obliged to disclose information to the Customer in respect of individual Authorised Users' use of the Services.
- 9.5 Each Party shall notify the other without undue delay upon becoming aware of any confirmed or reasonably suspected personal data breach affecting Personal Data processed in connection with the Agreement. Each Party shall co-operate fully in relation to any investigation of, or response to, such a breach and in meeting any applicable notification obligations under the applicable Data Protection Legislation.
- 9.6 When the Customer uses a Service, CoOper8 acts as a data processor, and the Customer, having instructed its Authorised Users to use the given Service, acts as data controller. In such circumstances, the Parties agree on the terms included in Section 10, that forms the appropriate data processing arrangements in accordance with Article 28 GDPR.

10. Data Processing Agreement

- 10.1 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 Protection Legislation.
- 10.2 CoOper8 will as a processor process the Personal Data for the purpose of delivering the Services and fulfilling CoOper8's obligations under the Agreement. The nature of the processing consists of the operations necessary to deliver, maintain, operate, support and secure the Services, including access provisioning, storage, retrieval, transmission and deletion of Personal Data. The duration of the processing corresponds to the Service Term, unless applicable law requires retention for a longer period.
- 10.3 The categories of data subjects are the Authorised Users of the Customer who access and use the relevant Service. The specific types of Personal Data processed in each Service are described in the Privacy Policy available at www.cooper8.no. CoOper8 does not process special categories of personal data on behalf of the Customer.
- 10.4 CoOper8 shall process Personal Data only in accordance with documented instructions from the Customer, as set out in the Agreement. The Customer may issue subsequent written instructions during the Service Term, provided they fall within the scope of the Services. CoOper8 shall promptly notify the Customer if, in its reasonable opinion, any instruction infringes the applicable Data Protection Legislation and shall be entitled to decline to follow such instruction until it has been amended accordingly. Where CoOper8 is required by applicable law to process Personal Data in a manner other than as



instructed, it shall inform the Customer before doing so, unless such law prohibits notification.

- 10.5 CoOper8 shall ensure that all persons authorised to process Personal Data on its behalf are subject to binding confidentiality obligations, whether statutory or contractual, and that access to Personal Data is restricted to those who require it for the purpose of providing the Services. CoOper8 shall revoke such access promptly where it is no longer required and shall, upon written request, demonstrate that authorised persons are subject to such obligations.
- 10.6 CoOper8 shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risks posed by the processing in accordance with Article 32 of the GDPR.
- 10.7 The Customer grants CoOper8 a general written authorisation to engage sub-processors. CoOper8 shall maintain an up-to-date list of sub-processors at www.cooper8.no and shall notify the Customer in writing no less than thirty (30) days before engaging any new sub-processor or replacing an existing one. The Customer may object in writing within fifteen (15) days of such notification on reasonable grounds relating to data protection. If the Parties cannot agree and CoOper8 proceeds with the change, the Customer may terminate the relevant subscription without the notice period otherwise applicable. CoOper8 shall impose data protection obligations on all sub-processors that are no less stringent than those set out in this Section 10 by way of a written contract and shall be responsible for such sub-processors' fulfilment of their obligations thereunder.
- 10.8 CoOper8 shall, taking into account the nature of the processing and the information available to it, assist the Customer in fulfilling its obligations as controller, including: (a) responding to requests from data subjects exercising their rights under Chapter III of the GDPR; (b) complying with its obligations under Articles 32 to 36 of the GDPR, including notifying the Customer without undue delay upon becoming aware of a personal data breach, providing the information necessary for the Customer to fulfil its notification obligations to supervisory authorities and data subjects; and (c) carrying out data protection impact assessments and prior consultations with supervisory authorities where required. CoOper8 shall promptly notify the Customer of any request or order received from a data subject, supervisory authority or public authority relating to Personal Data processed on behalf of the Customer, unless prohibited by law, and shall not respond without the Customer's prior authorisation. CoOper8 reserves the right to charge for assistance under this Section at its applicable Additional Services rates.
- 10.9 As a principle, CoOper8 hosts all Services within the EEA. If processing requires a transfer of Personal Data outside the EEA or involvement of sub-processors outside the EEA, CoOper8 shall inform the Customer and shall only carry out such transfer with a valid legal basis in place, and with the Customer's prior consent.
- 10.10 CoOper8 shall make available to the Customer all information reasonably necessary to demonstrate compliance with this Section 10 and shall allow for and contribute to audits and inspections conducted by a mandated independent auditor, subject to reasonable prior written notice, the execution of a confidentiality undertaking and that the Customer will cover all costs related to such audits and inspections. The Customer may conduct one audit per calendar year, unless a specific incident justifies an additional audit. The Customer shall compensate CoOper8 for any audits on time and material basis. CoOper8



shall be given the opportunity to review and comment on any preliminary findings before the final audit report is provided to the Customer.

10.11 The duration of the processing of Personal Data shall correspond to the term of the Agreement. Unless otherwise stated in Special Terms, upon termination of the Agreement or when CoOper8 ceases to provide a particular Service to the Customer, CoOper8 shall delete Personal Data, including any existing copies, unless applicable law requires storage of the Personal Data.

10.12 The Customer warrants that:

- (a) it has a lawful basis for processing any Personal Data made available to CoOper8 or processed through the Services in connection with the Agreement;
- (b) it has provided all necessary notices to, and obtained all necessary consents from, all relevant data subjects in accordance with the applicable Data Protection Legislation;
- (c) its instructions to CoOper8 regarding the processing of Personal Data comply with the applicable Data Protection Legislation; and
- (d) it is the Customer's duty as 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.

10.13 The Customer shall be entitled to terminate the Agreement immediately upon written notice if CoOper8 no longer meets the requirements under Article 28(1) of the GDPR, provided the Customer first gives CoOper8 a reasonable opportunity to remedy the situation.

11. Security

11.1 CoOper8 shall implement and maintain appropriate technical and organisational security measures designed to protect the Services. The Customer shall be responsible for communicating any specific security requirements to CoOper8 in a timely manner.

11.2 The Customer is responsible for securing and maintaining the confidentiality of its Authorised Users' passwords and account registration information, and for verifying that the Personal Data CoOper8 maintains about the Customer's representatives is accurate and current.

11.3 CoOper8 shall notify the Customer without undue delay upon becoming aware of any confirmed or reasonably suspected security incident that affects or may affect the Customer's data or the Customer's use of the Services.

11.4 The Customer shall notify CoOper8 without undue delay upon becoming aware of any confirmed or reasonably suspected security incident that affects or may affect the Services, including any unauthorised access to or misuse of the Services.

11.5 Each Party shall provide reasonable co-operation and assistance to the other Party in connection with any investigation of a security incident and in meeting any applicable notification obligations under the Data Protection Legislation.

11.6 CoOper8 may temporarily limit or disconnect the Customer's access to the Services for security reasons. CoOper8 shall attempt to limit negative effects for the Customer and shall attempt to notify the Customer in advance, if possible.



- 11.7 CoOper8 shall comply with the applicable regulatory frameworks and generally accepted standards for information security which are relevant for the Service. If the Customer 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 Customer for the cost of providing such documentation.

12. Intellectual Property Rights

- 12.1 The Customer acknowledges and agrees that CoOper8 and its licensors own all Intellectual Property Rights in and to the Services, the Documentation and all related materials, including any improvements, enhancements, modifications or derivative works developed by or on behalf of CoOper8. Nothing in the Agreement transfers or assigns any Intellectual Property Rights in or to the Services or the Documentation to the Customer.
- 12.2 CoOper8 acknowledges and agrees that the Customer retains ownership of all Intellectual Property Rights in and to the Customer Data. The Customer hereby grants CoOper8 a limited, non-exclusive, royalty-free right to access, process, store and use the Customer Data to the extent necessary to provide the Services and to fulfil CoOper8's obligations under the Agreement. Where the nature of a particular Service requires the retention of Customer Data beyond the termination or expiry of the Agreement or the relevant Service subscription, for example where such retention is necessary to maintain the integrity of historical data or to preserve the continuity of shared data sets used by other subscribers to the relevant Service, the Customer hereby further grants CoOper8 a limited, non-exclusive, royalty-free licence to retain such Customer Data in the Service for as long as operationally or legally required for such purposes.
- 12.3 To the extent that the Customer provides CoOper8 with any feedback, suggestions, ideas, enhancement requests or other recommendations regarding the Services ("Feedback"), the Customer hereby grants CoOper8 a perpetual, irrevocable, royalty-free, worldwide licence to use, incorporate and exploit such Feedback for any purpose, without obligation of compensation or attribution to the Customer. For the avoidance of doubt, no Feedback shall confer upon the Customer any Intellectual Property Rights in or to the Services.
- 12.4 All Intellectual Property Rights in any improvements, enhancements or modifications to the Services, including those arising from Feedback, shall vest in and remain the exclusive property of CoOper8.
- 12.5 The Customer shall not, and shall ensure that its Authorised Users do not:
- (a) copy, modify, adapt, translate or create derivative works of the Services or the Documentation;
 - (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Services; or
 - (c) remove or alter any proprietary notices, labels or marks on the Services or the Documentation.
- 12.6 The Customer acknowledges that information extracted from a Service, whether via user interface or supported APIs, may only be used for fulfilling the purpose of the relevant Service, as further described in the applicable Special Terms.



- 12.7 The Customer acknowledges that a breach of any proprietary rights provision of these General Terms may cause CoOper8 irreparable harm for which monetary damages alone would not constitute adequate compensation. Accordingly, in the event of any such breach or threatened breach, CoOper8 shall be entitled, without prejudice to any other rights or remedies available to it at law or in equity, to seek injunctive relief, specific performance or other equitable remedies. The Customer shall furthermore be liable for all reasonable costs and expenses incurred by CoOper8 in enforcing any provision of these General Terms, including reasonable legal fees and court costs.

13. Termination

- 13.1 The Agreement, or a subscription to an individual Service, shall remain in effect for the Service Term specified in the Customer Agreement. Unless otherwise specified in the Customer Agreement, the initial Service Term shall be twelve (12) months and shall thereafter automatically renew for successive periods of twelve (12) months each, unless either Party gives the other Party written notice of termination no less than ninety (90) days prior to the expiry of the then-current term.
- 13.2 The Agreement or a subscription to an individual Service, may be terminated due to convenience upon a minimum of ninety (90) days' prior written notice, unless otherwise specified in the Customer Agreement. Annual Fees already paid or falling due in accordance with the Customer Agreement for the remaining Service Term shall not be refunded and must be paid in full, unless the Parties have otherwise agreed in writing.
- 13.3 Either Party may terminate the Agreement or a subscription to an individual Service immediately upon written notice to the other Party if:
- (a) the other Party commits a material breach of the Agreement and, where such breach is capable of remedy, fails to remedy it within thirty (30) days of receipt of written notice specifying the breach and requiring it to be remedied;
 - (b) the other Party becomes insolvent, is unable to pay its debts as they fall due, enters into administration, receivership, liquidation or any analogous process in any jurisdiction; or
 - (c) continued performance of the Agreement is required to be discontinued pursuant to applicable law, regulation or an order or directive from a competent authority.
- 13.4 CoOper8 may suspend the Customer's access to the Services immediately upon written notice if the Customer fails to pay any undisputed invoice by the due date and such failure continues for more than fourteen (14) days following CoOper8's written notice of the overdue amount.
- 13.5 CoOper8 may discontinue providing a Service with minimum six (6) months prior notice. All Customers using the Service shall be treated without undue discrimination with regard to such discontinuation.
- 13.6 Upon expiry or termination of the Agreement or a subscription to an individual Service for any reason:
- (a) all licences granted to the Customer in respect of the relevant Service shall immediately cease;
 - (b) the Customer shall immediately cease all use of the relevant Service, and the Customer shall be set to an "Inactive" state within the relevant Service;
 - (c) each Party shall promptly return or destroy (at the Disclosing Party's election) all Confidential Information of the other Party in its possession; and



- (d) each Party shall pay to the other all outstanding amounts due under the Agreement. For the avoidance of doubt, no refund shall be payable in respect of any pre-paid Annual Service Fees.

13.7 The following sections shall survive expiry or termination of the Agreement: Sections 1, 12, 14, 15, 18, 21, and 22.

14. Customer Data

14.1 The Customer retains ownership of the Customer Data at all times. CoOper8 shall not access, use, disclose or otherwise process the Customer Data except as necessary to provide the Services, to comply with applicable law, or as otherwise expressly permitted in this Agreement or by the Customer in writing.

14.2 The Customer is solely responsible for the accuracy, integrity, completeness and lawfulness of all Customer Data uploaded or otherwise introduced into the Services by the Customer or its Authorised Users, including ensuring that the Customer Data does not infringe the rights of any third party and that its introduction into the Services is carried out in compliance with applicable law.

14.3 Each individual Service may be designed to share information with other Customers of the Service, as the Services are typically used to collaborate across organisational boundaries. For details, reference is made to each Service's Special Terms and the applicable Service Privacy Policy available at www.cooper8.no.

15. Confidentiality

15.1 Each Party (the "Receiving Party") undertakes to keep confidential all Confidential Information disclosed to it by the other Party (the "Disclosing Party") in connection with the Agreement and shall not disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party.

15.2 The Receiving Party may disclose Confidential Information only to those of its employees, contractors and advisers who have a genuine need to know such information for the purposes of the Agreement, provided that the Receiving Party ensures that such persons are bound by confidentiality obligations no less stringent than those set out herein.

15.3 The obligations set out in Section 15.1 shall not apply to information that:

- (a) is or becomes publicly available through no act or omission of the Receiving Party;
- (b) was rightfully known to the Receiving Party without restriction prior to disclosure;
- (c) is rightfully received by the Receiving Party from a third party without restriction on disclosure; or
- (d) is required to be disclosed by applicable law, regulation or court order, provided that the Receiving Party gives the Disclosing Party prompt prior written notice (where legally permissible) and co-operates with the Disclosing Party in seeking any available protective order.

15.4 The confidentiality obligations in this Section 15 shall survive the expiry or termination of the Agreement.

16. Annual Service Fee, Additional Services and Payment



- 16.1 In consideration of CoOper8's provision of the Services, the Customer shall pay CoOper8 the Annual Service Fee as set out in the Customer Agreement. All prices exclude value added tax (VAT) and other applicable duties, which shall be added at the applicable rate.
- 16.2 CoOper8 shall issue invoices in accordance with the payment terms set out in the Customer Agreement. All invoices are payable within thirty (30) days of the date of invoice, unless otherwise specified in the Customer Agreement.
- 16.3 CoOper8 provides Additional Services upon request from the Customer. Such services may include specific assignments or projects aimed at supporting the Customer's operational or strategic objectives related to its subscribed Services and are invoiced separately.
- 16.4 Additional Services provided by internal CoOper8 resources are charged at an hourly rate as specified in the Customer Agreement. Additional Services provided by CoOper8's external partners are billed at their hourly rate plus a surcharge to cover CoOper8's administrative handling and co-ordination, as specified in the Customer Agreement.
- 16.5 CoOper8 reserves the right to adjust the Annual Service Fee and the hourly rates applicable to Additional Services once a year by giving the Customer written notice prior to the commencement of the renewal period. Fee adjustments for existing subscriptions shall only take effect at the commencement of the next Service Term. If a start-up discount has been granted, CoOper8 reserves the right to adjust the price at renewal according to the current price list.
- 16.6 CoOper8 reserves the right to adjust the Annual Service Fee and the hourly rates applicable to Additional Services any time when warranted by material changes in external circumstances, including significant increases in inflation, changes in applicable law or regulation, or substantial increases in the cost of third-party resources.
- 16.7 CoOper8 also reserves the right to change the pricing model applicable to any Service by giving the Customer a prior written notice of no less than ninety (90) days. Continued use of the Service after the effective date of the change shall constitute acceptance of the new pricing model.
- 16.8 In the event of late payment of any undisputed invoice, CoOper8 reserves the right to charge interest on the overdue amount in accordance with the Norwegian Act on Interest on Overdue Payments of 17 December 1976 No. 100 (forsinkelsesrenteloven), accruing from the due date until the date of actual payment.
- 16.9 The Customer shall not be entitled to withhold, set off or deduct any amounts from payments due to CoOper8 without CoOper8's prior written consent.
- 16.10 CoOper8 shall correct any incorrect charges, provided that the Customer submits a request within six (6) months of receipt of the relevant invoice.

17. Use of Subcontractors

- 17.1 CoOper8 may use subcontractors to perform whole or parts of its rights and obligations under the Agreement. Including to allow a subcontractor 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 Customer to a Subcontractor.

- 17.2 If CoOper8 has engaged a subcontractor for the execution of the major part of a Service, CoOper8 shall be primarily responsible for all communication with the subcontractor pertaining to the Service.

18. Warranties, Limitation of Liability and Indemnification

Warranties

- 18.1 Each Party warrants that:

- (a) it has full power and authority to enter into and perform its obligations under the Agreement;
- (b) the Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms; and
- (c) its entry into and performance of the Agreement does not violate any applicable law, regulation or agreement by which it is bound.

- 18.2 CoOper8 further warrants that:

- (a) it has all rights, licences and consents necessary to grant the licences set out in the Agreement; and
- (b) it will provide the Services with reasonable care and skill.

- 18.3 Except as expressly set out in the Agreement, the Services are provided on an "as is" and "as available" basis, and CoOper8 makes no representations or warranties, express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability or freedom from errors or defects. Descriptions of the Services set out in the Special Terms are provided for information purposes only and do not constitute, and shall not be construed as, any representation, warranty or guarantee, express or implied, including without limitation any warranty of fitness for a particular purpose or any commitment as to the functionality, availability or performance of the Service.

Liability

- 18.4 Neither Party shall be liable to the other under or in connection with the Agreement for any indirect, incidental, consequential, special or exemplary loss or damage, including without limitation any loss of profits, loss of revenue, loss of data, loss of business or loss of goodwill, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, even if the Party has been advised of the possibility of such loss or damage.
- 18.5 CoOper8's total aggregate liability to the Customer under or in connection with the Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Annual Service Fees actually paid by the Customer to CoOper8 for the Services delivered during that calendar year.
- 18.6 The Parties agree that the limitations and exclusions of liability set out in this Section 18 are fair and reasonable given the nature and commercial context of the Agreement and reflect an agreed allocation of risk between the Parties.



Indemnification

- 18.7 The Customer shall indemnify, defend and hold harmless CoOper8 and its officers, directors, employees and subcontractors from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable legal costs) arising out of or in connection with:
- (a) any breach by the Customer or its Authorised Users of the Agreement;
 - (b) the Customer's or its Authorised Users' misuse of the Services;
 - (c) any claim by a third party arising from the Customer Data, including any claim that the Customer Data infringes the rights of any third party or has been collected or processed in breach of applicable law; or
 - (d) any breach by the Customer of applicable Data Protection Legislation or an instruction from the Customer.
- 18.8 CoOper8 shall indemnify, defend and hold harmless the Customer and its officers, directors and employees from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable legal costs) arising out of or in connection with any claim that the Services, as provided by CoOper8 to the Customer in accordance with the Agreement, infringe the Intellectual Property Rights of any third party. This 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.
- 18.9 In the event of such claim, CoOper8 may at its discretion:
- (a) modify the Services so they no longer are in conflict,
 - (b) replace the Services with functionality equivalent Services,
 - (c) obtain a license for the Customer's continued use of the Service or
 - (d) terminate the Customer's subscription for the Services.
- The Customer may not make any other claims due to infringement of third party's right.
- 18.10 The indemnifying Party's obligations under this Section 18.7-18.8 are conditional upon the indemnified Party: (i) promptly notifying the indemnifying Party in writing of the relevant claim; (ii) giving the indemnifying Party sole control over the defence and settlement of such claim; and (iii) providing the indemnifying Party with all reasonable co-operation and assistance in connection with the defence of such claim.

19. Compliance with Laws

- 19.1 Each Party has an independent obligation to comply with all applicable laws, regulations, and orders or prohibitions issued by competent authorities from time to time, in connection with its activities under the Agreement.
- 19.2 Without limiting the generality of Section 19.1, the Customer shall ensure that its use of the Services complies with all applicable laws and regulations, including those relating to data protection, cybersecurity, anti-corruption and anti-bribery, export control and sanctions, and any sector-specific regulations applicable to the Customer's industry.

20. Force Majeure

- 20.1 Neither Party shall be in breach of the Agreement or liable for any delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including



without limitation: natural disasters, war, terrorism, civil unrest, actions of governmental or regulatory authorities, pandemics or epidemics, power failures, disruption to internet or telecommunications infrastructure, or failures of third-party providers or cloud infrastructure (a "Force Majeure Event").

- 20.2 The Party affected by a Force Majeure Event shall promptly notify the other Party in writing, specifying the nature and expected duration of the Force Majeure Event, and shall use all reasonable endeavours to mitigate its effects and resume performance as soon as reasonably practicable.
- 20.3 If a Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate the Agreement upon written notice to the other Party, without liability to the other Party save in respect of obligations that accrued prior to the Force Majeure Event.

21. Marketing

- 21.1 CoOper8 may use the Customer's name and logo to identify the existence of the use of the Service in CoOper8's marketing materials, website, social media platforms and product documentation.
- 21.2 The Customer may request CoOper8 to remove or amend any marketing material that does not comply with the Customers procedures, and CoOper8 shall promptly comply with any such request.

22. Governing Law and Dispute Resolution

- 22.1 The Agreement shall be governed by and construed in accordance with the laws of Norway, without reference to its conflict of laws principles. Any dispute arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the Norwegian courts, with Stavanger District Court as the agreed legal venue at first instance.
- 22.2 Before commencing any formal legal proceedings, the Parties shall attempt to resolve any dispute amicably.
- 22.3 Nothing in this Section 22 shall prevent either Party from seeking urgent injunctive or other interim relief from a court of competent jurisdiction.
- 22.4 The Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG), which is hereby expressly excluded.

23. General Provisions

- 23.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, understandings and agreements, whether oral or written, relating to that subject matter. Any different or additional terms provided by the Customer are inapplicable and expressly overridden by the Agreement.
- 23.2 **Waiver.** No failure or delay by either Party to exercise any right or remedy under the Agreement shall constitute a waiver of that right or remedy. No waiver of any breach of the Agreement shall be deemed to be a waiver of any subsequent breach.



- 23.3 **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and the remaining provisions shall continue in full force and effect.
- 23.4 **Assignment.** The Customer may not assign, transfer, charge or deal in any other manner with any of its rights or obligations under the Agreement without the prior written consent of CoOper8, such consent not to be unreasonably withheld or delayed. CoOper8 may assign the Agreement to any affiliate or in connection with a merger, acquisition or sale of all or substantially all of its assets, upon written notice to the Customer.
- 23.5 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, sent by email (with confirmation of receipt), or sent by prepaid registered post to the Parties' addresses. Notices shall be deemed received: (i) immediately upon hand delivery, (ii) on the next business day following email transmission, subject to confirmation of receipt, or (iii) on the second business day after posting.
- 23.6 **No Partnership or Agency.** Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or employment relationship between the Parties. Neither Party shall have authority to bind the other Party to any obligation.
- 23.7 **Third Party Rights.** The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in the Agreement shall confer any rights on any third party.
- 23.8 **Headings.** Section headings used in these General Terms are for reference purposes only and shall not affect the interpretation of any provision.