Special Terms

for use of the CoOper8 Service **Loop**

SPECIAL TERMS FOR USE OF THE CoOper8 SERVICE LOOP

These Special Terms form part of the Agreement between CoOper8 AS ("**CoOper8**") and the **Customer** and set out the service-specific terms and conditions applicable to the Customer's subscription to CoOper8 Loop (the "**Service**"). They supplement and must be read together with:

(a) the Customer Agreement.
(b) the General Terms for use of CoOper8 Services.
(c) the Privacy Policy; and
(d) the Service Level Agreement.

Capitalised terms used but not defined in these Special Terms shall have the meanings given to them in the General Terms, found at www.cooper8.no. In the event of any conflict between these Special Terms and the General Terms, these Special Terms shall prevail in respect of the Service.

1. Definitions and Abbreviations

In addition to definitions and abbreviations in the General Terms Section 1 (Definitions and Abbreviations), the following shall apply to the Agreement with regards to the Service covered by these Special Terms:

Term	Definition
Asset Operator	An organisation responsible for the day-to-day operation, maintenance, and safe performance of an asset.
Asset Owner	An organisation that holds legal ownership of an asset and is responsible for its value, performance, and long-term management.
Broker	A company that acts as an intermediary between Asset Owner or Asset Operator and buyer to secure safe sales.
Buyer	The person or organisation/entity which is the buyer
Company Super User	A person from a given Customer with extended privileges and duties within the Service. For details refer to section 11.
Surplus Marketplace agreement (SMA)	A standard agreement forming part of this Agreement describing the detailed terms for the sales process, governed by Offshore Norge in dialog with the Operators.
Surplus Material	Material and equipment that Customer defines as surplus material.

2. Service Description

The Service CoOper8 Loop supports Asset Owners and Asset Operators in maximizing value and sustainability by facilitating the sale, recycling, or donation of Surplus Materials.

Standard terms and conditions between seller and broker are defined in a separate “Broker Agreement” signed by CoOper8 on behalf of Asset Owners and Asset Operators.

More information about the Service is available at Loop – CoOper8.

3. Access Management

Terms as stated in the General Terms Section 4 (Access to Services) apply with following additions:

User administration and access provisioning is managed by the Company Super User and/or by CoOper8 support.

4. Support

Support contact information is available Loop – CoOper8.

5. Service Level

The Service Level Agreement found at www.cooper8.no applies to the Service.

6. Data Management

Data sharing principles. Uploaded material data will in general be accessible for other Asset Owners and Asset Operators and Brokers. Asset Owner and Asset Operators can decide what material data they will share, and they can in collaboration with CoOper8 limit who can see their data if there are obvious reason for changed data sharing principles.

Data upload and verification. The Asset Owner and Asset Operators will upload material data to the Service and are responsible for the quality of the provided data.

Deletion of information. The Asset Owner and Asset Operator can at any time request deletion or removal of material data uploaded to the Service.

Third party use of data. Third parties may be granted access to the Service subject to approval by the Asset Owners and Asset Operators. In these cases, responsible Asset Owner and Asset Operators can limit visibility of material data in the Service if needed.

7. Processing of Personal Data

The provisions of Sections 9 (Processing of Personal Data) and 10 (Data Processing Agreement) of the General Terms applies to the Service.

The Privacy Policy, setting out further detail on how personal data is processed in connection with the Service, is available at www.cooper8.no.

8. Security

The provisions of Section 11 (Security) of the General Terms apply to the Service.

9. Termination

The provisions of Section 13 (Termination) of the General Terms apply to the Service. The following additional terms shall also apply:

a) Upon termination the Customer will be set to an “Inactive” state.

b) Shared material data in the Service will be deleted from the Service in case of termination.

10. CoOper8’s Additional Obligations

Terms in the General Terms Section 7 (CoOper8’s General Obligations) applies with no additions.

11. Customer’s Additional Obligations

Terms in the General Terms section 8 (Customer’s General Obligations) applies with following additions:

Company Super User. Each Customer shall appoint at least one Company Super User, unless otherwise agreed in the Customer Agreement, who is responsible for user administration and access provisioning limited to the Customer's own internal Authorised Users. The Company Super User shall also be the main point of contact towards CoOper8 regarding the Customer's use of the Service.

12. Additional Provisions

Beyond the terms and conditions set out in these Special Terms and the General Terms, the following additional provisions apply specifically to the Service:

Confidentiality of Broker information. The Customer acknowledges that, in connection with its use of the Service, Brokers may disclose commercially sensitive information, including without limitation commission rates, fee structures, pricing methodologies, contract terms and other proprietary business information ("Broker Confidential Information"). The Customer shall treat, and shall ensure that all Authorised Users treat, all Broker Confidential Information as strictly confidential, shall not use it for any purpose other than evaluating or completing a specific transaction through the Service to which the relevant Broker is party, and shall not disclose it to any third party without the prior written consent of the relevant Broker, save to those of its employees, contractors or advisers who have a genuine need to know such information in connection with the relevant transaction and who are bound by equivalent confidentiality obligations. These obligations supplement Section 15 of the General Terms and shall survive expiry or termination of the Agreement.