



OFFSHORE  
QUALIFIC

**General terms  
for use of  
Offshore Qualific services**

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## 1. Definitions and abbreviations

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

Agreement	Signed Order form, General terms, Privacy terms and Special terms referenced in the Order form.
Contract administrator	A representative for the User organisation, authorised to act on behalf of the User organisation, including committing any cost attached, and also acting as Offshore Qualific's main contact person towards the User organisation for all contractual matters concerning the Agreement.
Change	Any change of state (addition, modification or removal) that could influence a Service.
Contractor	An enterprise engaged by Offshore Qualific to deliver parts of the Service.
Error	Incorrectness or faulty functionality in a Service.
General terms	General terms for use of Services (this document), available at <a href="http://www.offshorequalific.no/terms">www.offshorequalific.no/terms</a> .
Incident	An unplanned interruption to a Service or a reduction in the quality of a Service. Failure of any component, required for the proper provision of the Service, that has not yet impacted the Service shall also be regarded as an Incident.
IPR	Intellectual property rights.
Maintenance window	A period of time designated in advance by the technical staff, during which preventive maintenance may be performed.
Offshore Qualific	Offshore Qualific AS as defined in the Order form.
Operator	A firm being designated as operator of a production and transport license for petroleum on the Norwegian Continental Shelf.
Order form	The form, being a part of this Agreement and listing the User organisation's Service subscriptions.
Party	Offshore Qualific or the User organisation.
Parties	Offshore Qualific and the User organisation.
Privacy terms	Terms regarding processing of personal data. Privacy terms for a Service consist of general privacy policy for all Services and special privacy policy for a particular Service, available at <a href="http://www.offshorequalific.no/privacy">www.offshorequalific.no/privacy</a>
Service	An individual application and/or infrastructure service within service portfolio delivered by Offshore Qualific to the User organisation.
Service fee	A fee specific for a Service.
Special terms	Additional terms applicable to a specific Service, available at <a href="http://www.offshorequalific.no/terms">www.offshorequalific.no/terms</a> or directly provided to the User organisation.
Supplier	Contractor within the energy sector offering products or services.
Third party	Any other party than the User organisation and Offshore Qualific.
User	The User organisation's staff directly or indirectly using Offshore Qualific'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 Offshore Qualific as specified in the Order form.

## 2. Subscription agreement

- 2.1 The General terms, and the relevant Special terms, are applicable for all Services delivered by Offshore Qualific and govern the obligations and rights of the Parties, available at <https://offshorequalific.no/terms>.
- 2.2 Upon Offshore Qualific's approval of access to the requested Services, and the User organisation's signing of the Order form, the User organisation shall be granted a limited, terminable, non-exclusive and non-transferable right to access the Services in accordance with the Agreement.
- 2.3 The Contract administrators must use Offshore Qualific's designated self-service interface for managing the relationship with Offshore Qualific. This includes the User organisation's responsibility for updating:
- (i) Organisational information
  - (ii) Contract administrators
  - (iii) Subscribing/cancelling of Services
  - (iv) Termination of the Agreement.
- 2.4 The Services are provided on an "as is" basis as standard services as they are provided at any given time and in accordance with Offshore Qualific's specifications for the Services.
- 2.5 Offshore Qualific may implement new versions, upgrades and replacements, including, but not limited to, Changes that affect design, operational method, technical specifications, systems, and other functions of the Services, with reasonable prior notice. Such Changes shall never be considered a breach of the Agreement.
- 2.6 Offshore Qualific may revise the wording of and/or make adjustments to Agreement text as published on <https://offshorequalific.no/terms> and <https://offshorequalific.no/privacy>, where changes will be effective – and a part of the Agreement – as of the date stated at the top of the new version of the relevant document.
- If the revised version includes substantial changes, Offshore Qualific will provide at least 30 days' prior notice. Such notice may be posted in a Service's portal and/or distributed to the Contract administrators.
- User organisation will be deemed to have accepted the changes if the User organisation does not take action to terminate the Agreement for convenience or terminate a specific Service within 30 days from notice. Historical versions of the Agreement will be published on <https://offshorequalific.no/terms> and <https://offshorequalific.no/privacy>.
- 2.7 Offshore Qualific may publicly refer to the User organisation as a subscriber of the Services for building mutual trust in Offshore Qualific's User organisation community. The User organisation may request that Offshore Qualific does not use the User organisation as a reference. Offshore Qualific shall confirm such requests without undue delay and shall take commercially reasonable efforts to comply with the request.
- 2.8 In the event that Offshore Qualific has engaged a Contractor for the execution of a part of a Service, Offshore Qualific shall be responsible for all communication with the Contractor pertaining to the Service unless otherwise is notified.

- 2.9 Offshore Qualific may use Contractor's to perform whole or parts of its rights and obligations under the Agreement. Including to allow a Contractor to provide specific Services, notices, requests, approvals, consents or instructions on behalf of Offshore Qualific for a specific Service. Similarly, Offshore Qualific may instruct that certain categories of communication related to a specific Service shall be addressed by the User organisation to a Contractor.

### 3. Use of service

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

### 4. Service fees

- 4.1 The Service fee for the specific Services is specified in the Special terms. Offshore Qualific may adjust the 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.
- 4.2 Fees for additional Services ordered during an invoicing period will be prorated and only charged for the remainder of the applicable invoicing period.
- 4.3 If specific services or work is offered or performed without any priorly agreed fees, or on time and material basis, Offshore Qualific's at all times applicable price list and hourly rates shall apply, unless otherwise is agreed.
- 4.4 No fees will be refunded as a result of Change, removal of a Service by one of the Parties, termination for convenience or termination for breach.
- 4.5 Offshore Qualific shall submit to User organisation an invoice for which shall be in accordance with the rates set out above and shall clearly identify the basis for the invoiced amounts. For the ordinary Service fee, the invoice will be issued for a period of 12 months in advance. For specific services or work performed, the invoice will be issued upon order by the User organisation or at such later stage

that is appropriate based on the character of work and fee structure for the work that is carried out. The User organisation shall settle any invoice within 30 days after the date of the invoice.

- (i) Alternatively, Offshore Qualific may require User organisations to pay Service fee as a secure online payment.

- 4.6 The agreed prices and rates are exclusive of VAT and any other taxes levied on the Services or on the fees. The invoicing party shall be entitled to add any such taxes in its invoices to the amounts payable.
- 4.7 If the fees are not paid in time, Offshore Qualific is entitled to charge interest on the delayed payment in accordance with applicable Norwegian legislation.
- 4.8 In case of dispute, the User organisation shall pay any undisputed amount by its due date.
- 4.9 Any incorrect charges shall be corrected by Offshore Qualific as soon as possible after a request is received from User organisation. The User organisation may only issue such requests during the 6 months following the receipt of the invoice.

## 5. Processing of personal data

- 5.1 Offshore Qualific's delivery of Services may involve processing of personal data. In such case and unless specified otherwise, the User organisation will be the data controller and Offshore Qualific will be the data processor. When Offshore Qualific acts as a data controller and processor is set out in the Privacy terms.
- 5.2 The provisions in this section 5 sets out general obligations regarding Offshore Qualific's processing of personal data on behalf of the User organisations as a data processor and Offshore Qualific's obligation to have implemented required information security measures. The Privacy terms available at <https://offshorequalific.no/privacy>, are also part of the Agreement.
- 5.3 The Agreement, and this provision, fulfils the requirements for a valid data processing agreement. Offshore Qualific 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 authorities interpretation of the applicable legislation.
- 5.4 Offshore Qualific 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.
- 5.5 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 the GDPR. The term "sensitive personal data" shall have the same meaning as "special categories of personal data".
- 5.6 Offshore Qualific's obligations as the data processor
  - (i) Offshore Qualific shall process personal data only in accordance with the Agreement or other documented instructions from the User organisation. Offshore Qualific may also be required to perform certain processing by applicable law – in such a case, Offshore Qualific shall inform the User organisation of such legal requirement before the processing starts, unless applicable law prohibits such information.

- (ii) Offshore Qualific shall ensure that persons authorised to process the personal data are subject to confidentiality obligations.
- (iii) Offshore Qualific 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 in accordance with GDPR Chapter 3. Offshore Qualific shall also ensure compliance with GDPR art. 32-36, taking into account the nature of the processing and the information available to Offshore Qualific. If such assistance results in additional costs or expenses for Offshore Qualific, then Offshore Qualific shall be entitled to charge for such assistance on a time and material basis.
- (iv) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Offshore Qualific shall have implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
  - the pseudonymisation and encryption of personal data;
  - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (v) In case of a personal data breach, or security Incidents with potential impact on personal data, Offshore Qualific shall notify the User organisation promptly after becoming aware of the breach or the Incident.
- (vi) Unless prohibited by law, Offshore Qualific shall promptly notify the User organisation of any request for the disclosure of or access to the data by authorities. Offshore Qualific will disclose the User organisation's data to governmental authorities or police only to comply with legally binding requests.
- (vii) Offshore Qualific shall notify the User organisation of any request received directly from a data subject without responding to that request, unless Offshore Qualific has been otherwise authorised to do so in writing or is obliged by applicable law.
- (viii) Offshore Qualific shall inform the User organisation in writing if the User organisation's instructions in Offshore Qualific's opinion would result in a breach of relevant legislation with regard to processing of personal data.

5.7 The User organisation agrees and guarantees that:

- (i) The User organisation is the owner of or otherwise has the right to transfer the data to the Services for processing by Offshore Qualific, and that the User organisation has the responsibility for the accuracy, integrity, content, reliability and legality of such data, including the transfer and instructions.
- (ii) 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.
- (iii) 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.
- (iv) The User organisation shall hold Offshore Qualific harmless from all claims, fines etc. imposed on or directed towards Offshore Qualific as a result of the User organisation's breach of relevant legislation with regard to processing of personal data or as a result of an instruction from the User organisation.

#### 5.8 Use of a Contractor

- (i) Offshore Qualific may use Contractors as sub-processors to perform obligations or process personal data under this Agreement.
- (ii) All Contractors involved in the processing of personal data in connection with the provision of the Service shall undertake responsibilities corresponding to the obligations set out in this section 5. Offshore Qualific remains fully liable to the User organisation for the performance of the Contractors obligations as a sub-processor.
- (iii) Offshore Qualific's Privacy terms shall provide a list of relevant Contractors used for processing of personal data which the User organisation accepts by entering into the Agreement. Offshore Qualific shall notify the User organisation in writing minimum 30 days prior to allowing a new Contractor to process personal data, thereby giving the User organisation the opportunity to object to the use of such a new Contractor. User organisation will be deemed to have accepted the changes if the User organisation does not take action to terminate the Agreement for convenience or a specific Service. If the user organisation object to the change, Offshore Qualific has the right to terminate the specific Services or the Agreement.

#### 5.9 Transfer of personal data abroad

- (i) Offshore Qualific may only transfer personal data to a country outside the European Economic Area (EEA) (a "third country"), with the User organisation's consent and subject to Offshore Qualific 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.
- (ii) Consent is deemed given for the processing taking place, and the Contractors used, when entering into the Agreement or which the User organization later has accepted in accordance with section 5.8 (iii) above. The user organization accepts that Contractors may transfer, or in its privacy terms reserves the right to transfer, personal data to a third country or a sub-processor located in a third country.

#### 5.10 Audit



- (i) Each Party shall make available all information necessary to demonstrate compliance with the obligations laid down in this section 5 and allow for and contribute to audits, including inspections, conducted by the other Party or another auditor mandated by the other Party. User organisation shall compensate Offshore Qualific for any audits on time and material basis.

#### 5.11 Deletion of data

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

## 6. Security

- 6.1 Offshore Qualific shall have implemented and documented necessary security measures in place for protecting the Services against relevant threats related to the Services and User organisation's operations and data.
- 6.2 Both Parties are responsible for reporting any performed or attempted security violations to the other Party, or circumstances which may result in a security Incident.
- 6.3 Temporary disconnection or limited access for security reasons
  - (i) Offshore Qualific 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.
  - (ii) Offshore Qualific shall try to limit negative effects for the User organisation and shall try to notify the User organisation in advance, if possible.
- 6.4 Offshore Qualific shall comply with the applicable regulatory frameworks and generally accepted standards for information security which are relevant for the Service.
- 6.5 If the User organisation requests special documentation of compliance with relevant information security requirements, Offshore Qualific shall endeavour to provide such documentation. Offshore Qualific shall be entitled to reimbursement from the User organisation for the cost of providing such documentation.
- 6.6 The Parties may have access to and obtain information regarding each other's confidential information. Such confidential information will be, but is not limited to, information regarding industrial, company and personal secrets, as well as descriptions, systems, patterns, models, etc.
- 6.7 The Parties agree not to disclose confidential information to any Third party without the prior consent of the other Party. Neither Party may use confidential information of the other Party, or of a Third party, for other purposes than to receive the Services or comply with its obligations under the Agreement.
- 6.8 A Party may nevertheless make confidential information available to a Third party provided that the information was already known to that Party at the time the information was received, that the information is or has become part of public domain other than through a fault of either of the parties, or is rightfully received from a Third party without an obligation of confidentiality.

- 6.9 A Party may also disclose confidential information to a Third party for the strict purpose of, and only to the extent necessary for, the fulfilment of the Agreement. This is provided, however, that the receiver of confidential information shall be bound by a confidentiality obligation similar to this section 6.
- 6.10 Each Party agrees to ensure that confidential information is not disclosed or distributed by their employees or representatives in violation of the terms of this Agreement.
- 6.11 The User organisation shall ensure that User identities, passwords, and equivalent used for accessing the Service are stored and used in a secure manner and cannot be accessed and thereby used by Third parties. The User organisation shall be liable for any unauthorised use of the Services. Offshore Qualific shall have no liability for any loss or damage arising from the User organisation's failure to comply with these requirements.

## 7. Availability and access to the service

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

plan the implementation of any Change in advance and provide the User organisations information of an impending Change.

- (iii) Offshore Qualific may specify a Maintenance window for a Service. Ordinary regular Maintenance windows shall be specified in advance and happen at regular intervals.

#### 7.6 Readiness for emergencies and disasters:

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

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

- 7.8 The Parties shall co-operate to resolve Errors and reconstruct data without undue delay, irrespective of the cause of any Errors or defects in or loss of the data. Offshore Qualific is entitled to charge for its assistance for reconstructing data if Errors or defects in data are caused by circumstances Offshore Qualific is not responsible for.

## 8. Termination

- 8.1 The Agreement terminates when no individual Services are no longer active. An individual Service terminates, and is no longer active, when period for which an invoice applies has lapsed. The User organisation must notify Offshore Qualific in writing 2 months' prior to the end of such period if the User organisation wishes to continue using a Service. The renewal of the Service will be active from payment of the invoice for the next period, unless otherwise specified in Offshore Qualific's confirmation. Upon cancellation of a Service, the User organisation will no longer have access to the Service. Upon termination of the entire Agreement, the User organisation ceases to be a User organisation. In an intermediate period following the termination, Offshore Qualific have a right to retain and display the User organisation's data in the Services.
- 8.2 If a User organisation, by Offshore Qualific's discretion, does not fulfil the requirements for being a User organisation or using a specific Service, Offshore Qualific may terminate the Agreement or access to the Service by giving notice to that effect to the User organisation. Termination shall be effective immediately upon Offshore Qualific's giving of such notice.
- 8.3 The User organisation is responsible for notifying Offshore Qualific immediately if the criteria for being approved as a User organisation or using a specific Service cease to be fulfilled.
- 8.4 Offshore Qualific may terminate the Agreement, including all Services, upon 6 months written notice to the User organisation. In any event, Offshore Qualific may discontinue providing a specific Service with minimum 3 months prior notice, all User organisations using the Service shall be treated without undue discrimination with regard to such discontinuation. If Offshore Qualific terminates a Service, the Offshore Qualific shall refund any Service fees paid in advance by the User organisation for the period during which the Service is no longer accessible.

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

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

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

9.1 Notwithstanding anything to the contrary in the Agreement, all IPR shall remain with Offshore Qualific and/or its Contractors. IPR include, but is not restricted to, copyright, patents, trademarks, trade names, design and product design, source code, databases, business plans and know-how, whether registered or not. All documentation, including manuals, user guides and other written, electronic or non-electronic, accounts of how the Services are set up and used is considered part of the Services and is subject to the same restrictions. All trademarks, registered trademarks, product names, company names or logos mentioned in the Services or in connection with the Services are the property of their respective owners.

9.2 The User organisation retains all rights to all data and all information collected and/or stored by the User organisation by using the Services ("**User Data**"). Offshore Qualific shall not disclose or pass the User Data on to any Third parties without prior written approval from the User organisation. However, Offshore Qualific shall have the right to use the User Data in order to fulfil the Agreement. Offshore Qualific also have the right to use anonymized User Data, and any other data generated by the User's use of the Services, to perform analysis, create statistics or otherwise improve or further develop its products and services. Offshore Qualific shall have all rights to such data. With respect to any other data besides User Data, Offshore Qualific retains all rights to such data.

## 10. Indemnification

10.1 Offshore Qualific shall defend the User organisation against any claim or litigation where a Third party claims that the User organisation's use of the Services under the Agreement is in conflict or infringement with Third party's patent, copyright or other IPR provided always that the User organisation has used the Services strictly in accordance with the terms and conditions of this Agreement and any other instruction, practice or regulation relating thereto.

(i) The User organisation shall immediately notify Offshore Qualific of any such claim. Offshore Qualific shall, to the extent that it is liable, indemnify the User organisation for any direct and reasonable cost or damages imposed upon the User organisation under a court- approved settlement or court ruling, as well as the User organisation's own legal fees, provided that the User organisation cooperates with Offshore Qualific at Offshore Qualific's expense and gives Offshore Qualific full control of the legal process and settlement, and that the settlement releases the User organisation from all liability. The limitation of liability set out in section 12.2 shall apply.

(ii) Offshore Qualific may at its discretion:

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

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

- 10.2 The foregoing indemnity shall not apply if the Services have been used in breach of the Agreement as set out in 10.1, is due to the User organisation's own use or data provided or if the claim arises out of any modification, integration or customization of the Services not carried out by Offshore Qualific.
- 10.3 The User organisation shall defend Offshore Qualific 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. Offshore Qualific shall immediately notify the User organisation of any such claim. The User organisation shall indemnify Offshore Qualific for any direct and reasonable cost or damages imposed upon Offshore Qualific under a court-approved settlement or court ruling, as well as Offshore Qualific's legal fees, provided that Offshore Qualific cooperates with the User organisation at the User organisation's expense and gives the User organisation full control of the legal process and settlement, and that the settlement releases Offshore Qualific from all liability.

## 11. Limited Warranty

- 11.1 The Services will perform substantially as described by Offshore Qualific and/or Offshore Qualific's Contractors, provided the Services are properly used by the User organisation according to the Agreement. The Parties agree that the Services and delivery thereof will not be completely free of Errors, and that improving the Services is a continuous process. The User organisation acknowledges that the Services are delivered "as is" and used at the User organisation's own risk.
- 11.2 If the Services do not perform substantially as described, Offshore Qualific is responsible for correction of verified Errors or defects in the Service. Offshore Qualific may choose to replace the Services or functionality instead of performing correction. The User organisation may not claim price reduction or any other remedies.

## 12. Limited liability

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

## 13. Offshore Qualific's general obligations

- 13.1 Offshore Qualific shall provide for the Services to be executed with that degree of skill, care, diligence and good judgment exercised by recognized professional firms executing services of the same or similar nature.
- 13.2 Offshore Qualific shall be entitled to appoint a Contractor for the performing any of its rights and obligations under the Agreement of any part of a Service. Offshore Qualific shall provide that the Contractor is fully qualified to its assigned tasks. Offshore Qualific shall monitor the Contractor's execution of its tasks in accordance with the standards provided for in the Agreement.
- 13.3 The Service shall be in compliance with applicable laws and regulations relevant for Offshore Qualific's provision of the Service. Offshore Qualific shall ensure that all official permits necessary for

the provision of Service have been obtained. Offshore Qualific shall impose obligation to be in compliance with applicable laws and regulations, including to prevent corruption, money-laundering and other economic crimes, on the Contractors.

- 13.4 Offshore Qualific shall ensure that it has ownership and proprietary rights or license in and to all software used for delivery of the Services, as well as all legal rights, derived or otherwise, to provide the Services to the User organisation.
- 13.5 Offshore Qualific shall endeavour to obtain rights to carry out audits and inspections of the Contractor's execution of the Services. Offshore Qualific shall plan and execute such audits and other tasks for the purpose of assuring the quality of the Service. User organisations may inform Offshore Qualific of any particular requirements for quality assurance, and Offshore Qualific shall endeavour to provide for any such requirements originating from regulatory requirements being relevant to Norwegian petroleum operations.

## 14. User organisation's general obligations

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

## 15. Force majeure

- 15.1 Force majeure shall mean an occurrence beyond the reasonable control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Agreement and could not reasonably have avoided or overcome it or its consequences.
- 15.2 A Party shall not be considered in breach of Agreement to the extent it is proven that he was unable to fulfil his contractual obligations due to force majeure. Each Party shall cover its own costs resulting from force majeure.
- 15.3 The Party invoking force majeure shall notify the other Party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.
- 15.4 Each Party is entitled to terminate the Agreement for convenience if the force majeure situation continues, or it is obvious that it will continue, for more than 90 (ninety) days.

## 16. Assignment

- 16.1 Offshore Qualific may assign its rights or obligations under this Agreement, including transfer the Agreement, to any Third party upon notice to the User organisation.
- 16.2 User organisation may not assign or transfer the Agreement to any Third party without the prior written consent of Offshore Qualific. The User organisation shall notify Offshore Qualific with 3 months prior written notice in case of change of control due to transfer of 50% or more of its shares.

## 17. Applicable law and legal venue

- 17.1 The Agreement shall be governed by Norwegian law.
- 17.2 The Parties agree to have any litigation against each other arising out of the Agreement before Sør-Rogaland District Court.
- 17.3 In the event of any dispute to this Agreement, the Parties agree to initially make a full and good faith attempt to resolve such dispute by negotiation at an executive level, to the extent reasonable under the circumstances, prior to commencing court proceedings.