

# TERMS OF SERVICE

Definitions are set out in clause 16.

## 1. STRUCTURE

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The terms and conditions of the Subscription Agreement are set out in the following documents:

- (a) The Subscription Order Form and any Amendment Order Forms
- (b) The Terms of Service as published at available at <https://horizon56.io> or on such other webpage as Horizon56 may notify to the Customer.
- (c) The Product Descriptions available at <https://horizon56.io> or on such other webpage as Horizon56 may notify to the Customer.
- (d) The SLA as available at <https://horizon56.io> or on such other webpage as Horizon56 may notify to the Customer. any time
- (e) Data Processing Agreement as available at <https://horizon56.io> or on such other webpage as Horizon56 may notify to the Customer.
- (f) The Declaration of Open Source and Third-Party Conditions as available at <https://horizon56.io> or on such other webpage as Horizon56 may notify to the Customer.

In case of conflict between the documents referred to above, document(s) (a) shall prevail over the other documents.

## 2. GRANT AND USE

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### 2.1. License grant to Subscription Items

The Customer is on the terms and conditions of the Subscription Agreement granted a non-exclusive, payable, non-sublicensable, non-transferrable user right to the Subscription Items covered by the Subscription, during the Term.

### 2.2. Restrictions

The Customer's use of the Subscription Items shall be restricted to:

- (i) the Customer's Normal Business Activities; and
- (ii) the Customer's own use only which for the sake of clarity shall not include access or use by any other than the legal entity identified as the Customer save as stated in clause 2.3.

The Customer shall not, directly or indirectly, except as explicitly stated in these Terms of Service, sublicense or transfer the rights granted to it under the Subscription Agreement.

Except as explicitly stated in these Terms of Service, the Subscription Agreement shall not grant the Customer any right or license to the Subscription Items, or any other IPR or property of Horizon56, and no license or other rights shall be created by implication or estoppel. In particular, but without limiting the generality of the foregoing, no right or license in or access to executable code or source code to Software, is granted hereunder. Furthermore, except as explicitly stated in these Terms of Service, the Subscription Items will be made available to the Customer solely as a software-as-a-service through the designated APIs.

The Customer shall not itself and shall not permit any others to:

- a) modify, alter, adapt, translate, reverse-engineer, decompile, disassemble or attempt to discover the source code, underlying ideas, algorithms, file formats or programming interfaces of any Subscription Items, or any other Horizon56 Technology in any way; or
- b) prepare any derivative works of the Subscription Items, or reproduce, distribute, sell, or resell Software, other Subscription Items, or any other Horizon56 Technology in any manner or for any purpose.

The Customer shall not, directly or indirectly, use such information disclosed by Horizon56, or gained by the Customer from the Subscription Items to design, specify, develop, integrate, market, license, distribute, or host any Subscription Items that are competitive with any of the Subscription Items, or disclose any such information to any third party.

### 2.3. Special exception for third party usage related to Customer's own Work Instructions

As a special exception, and subject to second paragraph of this clause 2.3, the Customer may ask Horizon56 to provide access to the Subscription Items for the sole purpose of such third parties to interact with the Customer in relation to the Customer's own Work Instructions. The Customer is responsible and liable for such third parties use of the Subscription Items and the third parties' compliance with the limitations set out in this Subscription Agreement (and any End User License Agreement, as referred to immediately below) as for Customer's own use and compliance and the Customer shall procure that such third parties' use of the Subscription Items strictly within the limitations set out in this Subscription Agreement.

Horizon56 may at its discretion require such third party access further conditional to such third party's written acceptance of an End User License Agreement being entered into between Horizon56 and the third party. Such End User License Agreement may amongst other include provisions as protective of Horizon56' IPR as set out in the Subscription Agreement, clauses regarding limitation of liability for damages and also a provision stating that the third party's use of the Subscription Item will be for the third party's own risk, and that any claim related thereto shall be directed solely against the Customer.

## 2.4. On-rig Deployments

If specified on the Subscription Order Form Horizon56 may make parts of the Subscription Items available for the Customer for deployment on local IT-infrastructure on the specific Rig ("On-Rig Deployments"). Any such Subscription Items will be in executable format only. The Customer shall be solely and fully responsible for the operations of On-Rig Deployments. If agreed as part of a Deployment Project, Horizon56 can support with Software installation and updates. Upon termination of the Subscription, the Customer shall delete the On-Rig Deployments from its IT-infrastructure. Horizon56 shall not in any way held responsible or be liable for operations of any On-Rig Deployments.

## 2.5. Open source and other third-party materials or services

The Subscription Items may be based upon open source code or other material subject to open source licenses or commercially licensed code, material or services licensed or subscribed to from Horizon56's third party licensors and subcontractors. Relevant open source licenses and third party license or subscription terms may be made available at <https://horizon56.io/legal/OpenSource/> or on such other webpage as Horizon56 may notify to the Customer (the "Declaration of Open Source and Third-Party Conditions"). The Customer acknowledges that Customer's License is subject to the Customer's compliance with such terms.

Horizon56 is entitled to make amendments to the Declaration of Open source and Third-Party Conditions.

Horizon56 may from time to time make open source available to the Customer. Customer's use of any such open source is at the sole risk of the Customer and Horizon56 shall not in any way be held responsible or liable in relation to any such open source.

## 3. ACCEPTABLE USE

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The Customer shall be responsible for its conduct, Customer Data, and communications with others while using the Subscription Items. The Customer shall comply with the following requirements when using the Subscription Items:

- a) The Customer shall use the Subscription Items in compliance with, and only as permitted by, Applicable Laws.
- b) The Customer shall not misuse the Subscription Items by interfering with their normal use or attempting to access them using a method other than through the interfaces and instructions that are provided by Horizon56 to the Customer.
- c) The Customer shall not circumvent or attempt to circumvent any limitations that Horizon56 imposes on the Customer's account.
- d) Unless authorized by Horizon56 in writing, the Customer shall not probe, scan, or test the vulnerability of Software or any other Subscription Items or system, network, or component used for providing the Subscription Items.
- e) The Customer shall not engage in abusive or excessive usage of the Subscription Items, which shall include usage in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability or functionality of the Subscription Items for other users. Horizon56 shall endeavour to notify the Customer of any abusive or excessive usage to provide the Customer with an opportunity to reduce such usage to a level acceptable to Horizon56.

## 4. USER ACCOUNT MANAGEMENT

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Customer shall have access credentials also including a password.

The Customer shall be responsible for safeguarding the Customer's password and any other credentials used to access its account. Credentials shall not be shared with third parties.

## 5. FEES AND PAYMENT

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### 5.1. Fees for the Subscription Items

The Customer shall pay to Horizon56 any fees for each Subscription Item that the Customer subscribes to or receives, in accordance with the pricing and payment terms agreed in the Subscription Order Form.

Fees paid by the Customer are non-refundable, except in case the Customer terminates the Subscription Agreement for breach in accordance with clause 13.3 and 13.4.

### 5.2. Late payment interest

If the Customer fails to make any payment when due, then, without limiting Horizon56's remedies under clause 5.3 and clause 13, Horizon56 shall from the first day of delayed payment be entitled to interest on any overdue amount at 10 % per year above the central bank of Norway's base rate from time to time, but at 10 % per year for any period where that base rate is below 0%.

### 5.3. Payment default

If overdue fees including interest, has not been paid within sixty (60) calendar days of the due date, Horizon56 may send the Customer a written notice stating that the Subscription Agreement, including these Terms of Service, shall be terminated as a result of the Customer's breach, unless settlement has taken place within sixty (60) calendar days of receipt of the notice.

Termination for breach shall not take place if the Customer settles the overdue fee, including interest, prior to the expiry of the deadline.

## 6. SUBSCRIPTION CHANGES AND REVISING OF FEES

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### 6.1. Changes to the Customer's Subscription

If at any time the Customer wishes to change or extend its Subscription beyond the scope defined in the Subscription Agreement and Horizon56 accepts such changes, such changes shall be set out in an Amendment Order Form, signed by Horizon56 and the Customer and made part the Subscription Agreement.

### 6.2. Revising of fees

The Subscription fees set out in the Subscription Order Form shall be fixed for the Minimum Subscription Period. At the beginning of each Renewal Subscription Period, Horizon56 is entitled to adjust the Subscription fees. In case of an increase of the Subscription fee, such increase shall not exceed the increase in the Consumer Price Index since last the price was agreed or revised.

## 7. MODIFICATION TO THE SUBSCRIPTION ITEMS

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Horizon56 is entitled to make commercially reasonable changes to the Subscription Items from time to time.

Horizon56 shall announce if it intends to (i) discontinue, or (ii) make backwards incompatible changes to, the functionality of the Subscription Items, and such changes may be announced in the communicating channels designated by Horizon56 or in the Product Descriptions that is available at <https://horizon56.io> or on such other webpage as Horizon56 may notify to the Customer. Horizon56 shall use commercially reasonable efforts to continue to operate the Subscription Items' functionality and features without these changes for at least three months after that announcement, unless:

- i) required by Applicable Laws; or
- ii) doing so creates a security risk.

## 8. SLA

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Horizon 56 shall secure uptime and provide incident management and support pursuant to the SLA available at <https://horizon56.io> or on such other webpage as Horizon56 may notify to the Customer. Horizon56 is entitled to make changes to the SLA from time to time. The SLA do not apply to any code made available to the Customer in source code format.

The minimum uptime does not apply to On-Rig Deployments.

## 9. IPR, IMPROVEMENTS, AND CUSTOMER DATA

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### 9.1. Ownership of the Subscription Items

Each of Horizon56 and its third party licensors (which for the avoidance of doubt exclude the Customer) is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Subscription Items and the Horizon56 Technology.

### 9.2. Background IPR

Each Party is and shall remain the sole and exclusive owner of all right, title, and interest in and to its own Background IPR and this Subscription Agreement does not affect such ownership. No rights to the other Party's Background IPR are acquired under this Subscription Agreement, unless expressly stated. For the avoidance of doubt and without limiting the generality of the foregoing, the Subscription Items shall be considered Horizon56's Background IPR.

### 9.3. Improvements

Horizon56 shall upon creation be, and shall remain, the sole and exclusive owner of all Improvements and any and all IPR related thereto. Horizon56 shall have the right to use and commercialize any Improvements at its discretion without any restrictions whatsoever.

### 9.4. Retained ownership to Customer Data

The Customer shall, except if otherwise agreed, retain ownership to Customer Data.

Horizon56 shall not use Customer Data for any purpose other than for the delivery of the Subscription Items or as otherwise explicitly permitted herein, and Horizon56 shall, upon the expiration or termination of the Subscription and upon the Customer's request, delete or destroy all copies of Customer Data stored on any computer or other device or which are otherwise in Horizon56's possession or control, except to the extent Horizon56 is required to retain such Customer Data by Applicable Laws or as part of bone fide back-up procedures.

## 9.5. Handling Customer Data

Horizon56 shall maintain administrative, physical, and technical safety measures for protection of the security and confidentiality of Customer Data, including but not limited to measures to prevent access, use, modification, or disclosure of Customer Data, except as expressly permitted by the Customer in accordance with these Terms of Service and with Applicable Laws.

Horizon56 shall, upon the Customer's request, at any time during the Term, endeavour to make all Customer Data available to the Customer in a format requested by the Customer acting reasonably.

Horizon56 shall promptly inform the Customer of any known or reasonably suspected security breach or unauthorized disclosure of Customer Data, personal data, or Confidential Information ("Security Event"). If there is a Security Event, Horizon56 shall (i) take all steps to mitigate any potential damages; and (ii) promptly respond to security-related inquiries from the Customer and take all steps to identify, investigate, and resolve applicable security issues on a timely manner.

## 9.6. Use of information provided by the Customer in product development

In order for Horizon56 to continue the development of the Software and other new software and technologies, the Customer hereby grants to Horizon56 a fully paid, royalty free, sublicensable license to use the information provided by the Customer, and information regarding the Customer's use of the Subscription Items, for the purpose of product developments. For the avoidance of doubt, no confidential information of the Customer shall be disclosed by Horizon56 in relation thereto.

## 9.7. Infringements

If the Subscription Items infringe any third party's IPR, then any claim from such third party shall be referred to Horizon56 in accordance with clause **Feil! Fant ikke referansekinden..** Furthermore, Horizon56 shall apply commercially reasonable efforts to cure the infringement without undue delay at its discretion, by:

- (a) ensuring that the Customer can use the Subscription Items materially as before, without infringing any third-party rights; or
- (b) providing corresponding Subscription Items that does not infringe any third-party rights.

Until any infringement is resolved, Horizon56 shall be entitled to make the Subscription Items in question unavailable to the Customer.

## 10. CONFIDENTIALITY

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All Confidential Information shall be treated as confidential and shall not be disclosed by the receiving Party to any third party, or used by the receiving Party for any other purpose than for which it is disclosed, without the written consent of the disclosing Party, unless such Confidential Information:

- (a) is already known by rightful means to the receiving Party at the time the information was received;
- (b) is or becomes part of the public domain other than through a fault of the receiving Party;
- (c) is received from a third party without an obligation of confidentiality of which the receiving Party was or should have been aware;
- (d) is required by Applicable Laws, governmental, or other public authority regulation or decision, or ordered by a court of law.

Where the circumstances set out in clause 10 (d) apply, the receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose. The receiving Party shall exercise its best efforts to obtain reasonable assurances that confidential treatment shall be accorded such Confidential Information.

Without prejudice to the foregoing, (i) the receiving Party may disclose Confidential Information to a third party, to the extent necessary for the performance of the Subscription Items, provided that the receiving Party shall procure that such third party shall be bound by such confidentiality obligations at least as onerous as set out in this clause 10, and (ii) Horizon56 is entitled to name the Customer as a user of the Subscription Items for reference purposes in its marketing efforts, and may strictly for the purpose thereof reproduce the Customer's tradenames and logos.

The receiving Party shall ensure that Confidential Information shall be handled securely and shall be stored in locked files. Electronically stored information shall be inaccessible to unauthorized personnel.

This obligation to observe confidentiality shall continue for ten (10) years after the expiry or termination of the Subscription Agreement.

## 11. WARRANTIES, INDEMNIFICATION, LIMITATIONS OF LIABILITY AND INSURANCE

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### 11.1. Warranties

Horizon56 warrants that it shall provide the Subscription Items with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the Subscription Items.

In the event of breach of warranty, Horizon56 shall re-perform the Subscription Items, and if Horizon56 again fails to re-perform the Subscription Items in line with these Terms of Service, the Customer may terminate these Terms of Service, but only if the breach is material, and only in accordance with the procedure in clause 13.

Except as expressly provided in these Terms of Service and to the extent permitted by Applicable Laws, the Subscription Items shall be provided "as is" and Horizon56 does not make warranties of any kind, express, implied, or statutory, including those of merchantability, fitness for a particular purpose, or any warranty regarding the availability, reliability or accuracy of the Subscription Items.

### 11.2. Horizon56's general indemnification

Horizon56 shall be responsible for and shall save, indemnify, defend and hold harmless Customer Group from and against any and all Claims in respect of:

- a) loss of, recovery of or damage to property of Horizon56 Group whether owned, hired, leased or otherwise provided by Horizon56 Group;
- b) personal injury including death or any form of illness, disorder or disease whatsoever (mental, physical or otherwise) to any person who is a member of Horizon56 Group;
- c) personal injury including death and any form of illness and disease whatsoever (mental, physical, or otherwise) or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Horizon56 Group; and
- d) Consequential Loss suffered by a member of Horizon56 Group

arising from, relating to or in connection with the Subscription Agreement.

### 11.3. Customer's general indemnification

Customer shall be responsible for and shall save, indemnify, defend and hold harmless Horizon56 Group from and against any and all Claims in respect of:

- a) loss of, recovery of or damage to property of Customer Group whether owned, hired or leased by Customer Group;
- b) personal injury including death or any form of illness, disorder or disease whatsoever (mental, physical or otherwise) to any person who is a member of Customer Group;
- c) personal injury including death or any form of illness and disease whatsoever (mental, physical, or otherwise) or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Customer Group; and
- d) Consequential Loss suffered by a member of Customer Group

arising from, relating to or in connection with the Subscription Agreement.

### 11.4. Pollution by Customer

Notwithstanding the provisions of clause 11.2 c) and b) except as provided by clause 11.2 a) and 11.2 b), Customer shall save, indemnify, defend and hold harmless Horizon56 Group from and against any and all Claims of whatever nature arising from pollution and/or contamination occurring on the premises of Customer Group, emanating or originating from the property and equipment of Customer Group arising from, relating to or in connection with the Subscription Agreement.

### 11.5. Basis for indemnification

All indemnities given under clause 11, (save for 11.1 c) and 11.2 c) shall apply irrespective of cause and even if the relevant Claims arise from or are contributed to in whole or in part by the fault or negligence of any form or degree (whether sole, joint or concurrent and including Gross Negligence), Wilful Misconduct, strict liability, breach of contract, breach of duty (whether statutory or otherwise), breach of representation or warranty, breach of any relevant laws or any other failure of any nature of the indemnified party or any other person or entity seeking to rely on an indemnity, release or other contractual right or obligation or an exclusion or limitation of liability hereunder, or any other entity, person or party and shall apply irrespective of whether a Claim is based in tort, breach of contract or otherwise at law.

### 11.6. Notification

A Party becoming aware of any incident likely to give rise to a Claim under an indemnity under the Subscription Agreement shall notify the other and the Parties shall cooperate fully in investigating the incident.

### 11.7. Status of indemnities

The indemnities given under the Subscription Agreement shall be full and primary and shall continue to apply for the full liability of the indemnified Party notwithstanding that the indemnified Party may be entitled to contribution thereto from any person.

### 11.8. IPR indemnification

Horizon56 shall indemnify the Customer against any claim from any third party that the normal use of the Subscription Items infringes such third party's IPR, provided that Horizon56 is given immediate and complete control of such claim, that the Customer does not prejudice Horizon56's defence of such claim, that the Customer gives Horizon56 all reasonable assistance in connection with such claim, and that the claim does not arise as a result of the use of the Subscription Items other than in accordance with the terms of these Terms of Service. Horizon56 shall have the right to replace or change all or any part of the Subscription Items in order to avoid any infringement. The foregoing states the entire liability of Horizon56 to the Customer of the infringement of IPR of any third party.

### 11.9. Indemnification conduct

A Party shall promptly notify the other Party if it receives a claim that the other Party shall be obliged to indemnify. Whenever possible, the other Party shall take over the defence of the claim. The Parties shall promptly give each other information and other assistance needed for handling the claim. The indemnified Party shall not compromise or settle or otherwise dispose of a claim, in whole or in part, without the written consent of by the other Party.

### 11.10. Limitation of damages

In no event shall any entity in Horizon56 Group be liable towards the Customer Group under or in connection with these Terms of Service or the subject matter contemplated hereunder, including, without limitation, the Subscription Items, whether in tort, contract, or otherwise for Consequential Loss. .

Without prejudice to the indemnities in clause 11.2 or **Feil! Fant ikke referanseilden.** but notwithstanding anything else to the contrary in this Subscription Agreement, the Parties expressly agree that Horizon56 Group's maximum total aggregate liability to the Customer Group for any and all breaches of the terms of this Subscription Agreement (including but not limited to any repudiatory breaches of the Subscription Agreement) or in relation to any other act, fault or omission connected with this

Subscription Agreement and any Claims arising therefrom, in tort, contract or otherwise at law shall in all circumstances whatsoever be limited to 50% of the Subscription fees amounts agreed to be paid by the Customer for use of the Subscription Items during six (6) months prior to the event giving rise to the liability, less value added tax (the "Liability Cap") apply shall apply irrespective of cause and even if the relevant Claims arise from or are contributed to in whole or in part by the fault or negligence of any form or degree (whether sole, joint or concurrent and including Gross Negligence), Wilful Misconduct, strict liability, breach of contract, breach of duty (whether statutory or otherwise), breach of representation or warranty, breach of any relevant laws or any other failure of any nature of a member of Horizon56 Group or any other person or entity, person or party and shall apply irrespective of whether a Claim is based in tort, breach of contract or otherwise at law. For the avoidance of doubt this limitation of liability shall be cumulative and not per incident. The Customer shall, regardless of cause, defend, indemnify and hold harmless the Horizon56 Group from and against any and all Claims of any nature whatsoever made by any member of the Customer Group exceeding the Liability Cap.

#### **11.11. Scope of Customer's insurance coverage**

Customer shall at its expense and for the duration of the Subscription Agreement have and maintain insurance coverage with reputable and substantial insurers in accordance with good international industry practices and applicable law, including but not limited to: Workman's Compensation/Employer's Liability; Property All Risk; General Third Party Liability including Contractual liability; Third Party and Passenger Liability insurance, including aircraft and other comprehensive automobile insurance; Professional indemnity insurance if the Work provided entail such liability; P&I insurance in respect of any marine vessel, floating equipment, craft or plant used in the Work (if any), in a Club being a member of the International Group of P&I Clubs; as well as other insurance which Horizon56 deems appropriate in connection with fulfilling the duties under this Subscription Agreement. Such insurance policies must include provisions whereby full coverage is afforded also offshore when the Work entails offshore activities.

To the extent of Customer's obligations under the Subscription Agreement CustomerHorizon56 shall ensure that all insurances, other than Employers Liability Insurance/Workmen's Compensation, name Horizon56 Group as co-insured and that its insurers waive all rights of recourse including in particular any rights of subrogation against Horizon56 Group as defined in accordance with this Subscription Agreement. Customer shall upon request furnish to Horizon56 insurance certificates confirming all such insurance has been placed.

## **12. THIRD PARTY RIGHTS**

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This clause is only applicable if the Agreement is subject to the laws of England.

Any beneficiary member of Horizon56 Group may enforce the terms of this Subscription Agreement against Customer subject to and in accordance with the provisions of the Subscription Agreement and the Contracts (Rights of Third Parties) Act 1999. Except as provided in the foregoing, no term of the Subscription Agreement is intended to confer a benefit on or to be enforceable by any person who is not a Party to the Subscription Agreement. The Parties may by Subscription Agreement rescind or vary the Subscription Agreement or any term of the Subscription Agreement without the consent of any person who has the right to enforce this Subscription Agreement or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

## **13. TERM AND TERMINATION**

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### **13.1. Term**

These Terms of Service enters into force on the Effective Date and shall remain in force until the expiry of the Subscription Period, unless terminated earlier in accordance with these Terms of Service (the "Term").

### **13.2. Termination**

Either Party may terminate individual Subscription Items, with written notice to the other Party no later than six (6) months prior to the end of the then current Subscription Period.

### **13.3. Termination for breach**

A Party is entitled to terminate the Subscription Agreement, by written notice to the other Party, if the other Party is in material breach of the Subscription Agreement and fails to remedy the breach within thirty (30) days following written notice of breach from the other Party.

If the material breach from the Customer is not possible to remedy, Horizon56 may terminate the license grant set out in clause 2 with immediate effect.

For the avoidance of doubt, any termination of the license grants as set out in these Terms of Service, is without liability to Horizon56, and such termination do not release the Customer from any payment obligation, nor does it entitle the Customer to any refund.

### **13.4. Termination for insolvency**

A Party is entitled to terminate the Subscription Agreement, including these Terms of Service, the Subscription Order Form, and any Amendment Order Forms, by written notice to the other Party if:

- (a) an order is made, or a resolution is passed for the winding up or insolvency of the other Party, or the other Party makes an assignment for benefit of creditors generally, or a receiver or administrator is appointed to its assets, or any similar process is put into effect, or the other Party suspends payment of its debts or is unable to pay its debts as they become due; or
- (b) the other Party files for bankruptcy, becomes insolvent, or makes a general compromise or arrangement with its creditors.

### **13.5. Effect of termination**

If the Subscription terminates or expires, for whichever reason, the license grant set out in clause 2 terminates simultaneously.

In case of Customer's termination for breach Horizon56 shall refund fees paid in advance, pro-rated with reference to the effective date of the termination. Repayment of fees shall be Customer's sole remedy and Horizon56's sole liability.

Any release, indemnity or any obligation of confidence under this Subscription Agreement is independent and survives termination of this Subscription Agreement. Any other term and condition that by its nature is intended to survive termination of this Subscription Agreement survives termination of this Subscription Agreement unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the Party giving the indemnity.

## **14. COMPLIANCE WITH APPLICABLE LAWS**

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### **14.1. General**

The Customer shall comply with any Applicable Laws of any authority having jurisdiction in general and in connection with these Terms of Service and the Subscription Items.

### **14.2. Foreign Trade Controls**

Customer shall, and shall ensure that Customer Group shall, comply with all Applicable Laws relating to trade, economic and financial sanctions and restrictions, whether directly or indirectly applicable to the Work, including for the avoidance of doubt all applicable laws, regulations and orders governing the export and re-export of goods, software and technology ("**Foreign Trade Controls**").

Customer warrants hereby that no member of Customer Group is subject to any sanction, prohibition, restriction or designation that would cause the provision of the goods and services to be unlawful further to any applicable Foreign Trade Controls.

In performance of Customer's obligations under this Agreement, Customer shall not, and Customer shall ensure that Customer Group shall not:

- (a) deal with any party that is subject to sanctions imposed by, or that is included on any list of sanctioned persons or entities administered by, any Governmental Authority of the United States ("U.S."), the United Kingdom ("UK") or the European Union ("EU") or any EU member state;
- (b) undertake any action, which although not in violation of applicable Foreign Trade Controls, could significantly damage Horizon56's commercial or other reputation interests, including its commercial interests involving any Governmental Authority or major commercial business partner.

### **14.3. Health, security and environment, and anti-bribery**

The Customer shall (i) give priority to safety in order to protect life, health, the environment, and property; and (ii) ensure that tax deductions and other payments are made in accordance with Applicable Laws.

Without limiting the generality of this clause 14 and in recognition of the Applicable Laws relating to anti-bribery and corruption of any country in which Horizon56 delivers the Subscription Items, the Customer shall not for itself or anyone else, directly or indirectly:

- (a) give or offer any improper advantage to anyone as a consequence of their holding or in connection with the performance of a post, office, or commission;
- (b) request, receive, or accept an offer for an improper advantage in connection with the performance of a post, office, or commission;
- (c) give or offer any improper advantage with the purpose of influencing the performance of a post, office, or commission; or
- (d) request, receive, or accept an offer for an improper advantage with the purpose of influencing the performance of a post, office, or commission.

## **15. HORIZON56 CONTRACTING ENTITY, NOTICES, GOVERNING LAW, AND DISPUTE RESOLUTION**

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### **15.1. Horizon56 contracting entity and notices**

The Horizon56 entity entering into the Subscription Agreement, and the Customer contact details to which the Customer should direct notices under the Subscription Agreement, are set out in the Subscription Order Form.

### **15.2. Governing law**

Any dispute arising out of or in connection with the Subscription Agreement, shall be exclusively governed by and construed in accordance with the laws of England, without giving effect to any conflict of law provisions.

### **15.3. Dispute resolution**

Any dispute arising out of or in connection with the Subscription Agreement including any dispute regarding the existence, validity or termination thereof shall be finally resolved by arbitration arranged by The London Court of International Arbitration (LCIA) in accordance with the rules of arbitration procedure adopted by LCIA in force at the time when such proceedings are commenced.

The venue for arbitration shall be London, England and the proceedings shall be conducted in the English language.

The number of arbitrators shall be three (3). Each Party shall be entitled to nominate one (1) arbitrator. The arbitrators nominated by the Parties shall meet, agree and nominate the third arbitrator, who shall be the chairman of the Arbitral Tribunal, within five (5) days of the second party-nominated arbitrator's nomination.

If an arbitrator is not nominated in accordance with clause 15.3, then the LCIA Court shall appoint that arbitrator.

The arbitral proceedings shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings.

The arbitral award shall be final and conclusive and binding on the parties.

#### **15.4. Assignment prohibition**

The Customer shall not assign any right or obligation pursuant to this Subscription Agreement, unless agreed between the Parties.

#### **15.5. Updates to the Terms of Service**

Horizon56 is entitled to update these Terms of Service to reflect changes in Applicable Laws, modifications to the Subscription Items, or for any other legitimate and reasonable reason.

#### **15.6. SUBCONTRACTING**

Horizon56 is entitled to subcontract any of its obligations under these Terms of Service but shall remain liable for all subcontracted obligations and its subcontractors' acts or omissions as for its own.

#### **15.7. Force majeure**

If an extraordinary situation should arise which is outside the control of the Parties, and which makes it impossible for the Parties to fulfil its obligations under these Terms of Service, the affected Party shall notify the other Party of this as soon as reasonably practicable. Such an extraordinary situation shall include war, strike, lockout, riot, epidemic, pandemic, and natural catastrophes such as flood, earthquake, hurricane, volcanic eruption, and sandstorm (force majeure). The obligations of the affected Party shall be suspended for as long as the force majeure prevails. Without limiting the generality of the foregoing, a Party shall not be liable for any delay or failure in performing its obligations if such delay or failure is reasonably attributable to the SARS-CoV-2 pandemic or circumstances related thereto.

Each Party shall keep each other fully informed of the actual and any expected effects of any force majeure, of the steps the affected Party is taking to mitigate the effects of the force majeure, and the expected duration of the force majeure event.

Where a force majeure has occurred, the other Party may only terminate these Terms of Service (i) with the consent of the affected Party, or (ii) if the force majeure lasts or is expected to last for more than ninety (90) calendar days from the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice. Each of the Parties shall cover their own costs associated with ending these Terms of Service. Neither Party shall be entitled to bring a claim against the other as a consequence of the termination of these Terms of Service in accordance with this provision.

#### **15.8. Entire agreement**

The Subscription Agreement and any additional terms agreed in writing between Horizon56 and the Customer and specifically stated to be additional terms to the Subscription Agreement constitute the entire agreement between Horizon56 and the Customer on the subject matter hereof, and these Terms of Service supersedes any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by the Customer shall not override or form a part of these Terms of Service and shall be void.

### **16. DEFINITIONS**

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"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For the purpose of this definition: (a) the term "control" shall mean the direct or indirect beneficial ownership of more than 50% of the issued share capital, stock or other participating interest, or the legal power to direct or cause the direction of the general management, of the Person in question, and "controls" and "controlled" shall be construed accordingly; and (b) beneficial ownership (direct or indirect) and legal power to direct or cause the direction of general management shall include any ownership or power vested in the name of another Person when shares are registered in such Person as a nominee or vested in such other Person (or its nominee) whether by way of security or in connection with the taking of security;

"**Amendment Order Form**" means a written order form that changes the Subscription of the Customer.

"**Applicable Laws**" means all applicable laws, regulations, requirements or orders, which are issued by any governmental body with legal authority to exercise legislative, judicial, regulatory or administrative functions.

"**Background IPR**" means any IPR conceived, designed, created, developed, reduced to practice, or otherwise acquired or controlled by Horizon56 or the Customer prior to, or otherwise outside of and unrelated to the scope of these Terms of Service.

"**Billing Cycle**" has the meaning given in the Order Form.

"**Person**" means any individual, corporation, joint stock Customer, limited liability Customer, partnership, joint venture, association, trust, unincorporated organisation, Governmental Authority or other entity, whether or not having a separate legal personality.

"**Claims**" means all claims, costs (including legal costs), damages, debts, demands, expenses, fines, interest and awards (including legal expenses), liabilities, liens, losses, obligations, penalties, remedies and causes of action of any kind (including, without limitation, actions in rem or in personam), in each case whether created by law,

contract, equity, tort, voluntary settlement, or otherwise, including those made or enjoyed by dependants, heirs, claimants, executors, administrators or survivors, and any payment made pursuant to an extrajudicial settlement.

**"Confidential Information"** means any information concerning Horizon56 and the Customer that may reasonably be considered as proprietary or confidential, whether in a tangible or intangible form, and whether or not designated by a Party as proprietary or confidential, including, without limitation, procedures, documentation, marketing data, trade secrets, know-how, technical data, software, source codes, valuations, costs, rates, and prices and any other information of a proprietary or confidential nature relating to the disclosing Party or its business, as well as any information created or derived from any such information, irrespective of disclosing medium and storage. Without limiting the generality of the foregoing, Confidential Information include any information regarding or gained from Software and any other Subscription Item. The Confidential Information may be labelled as "confidential", "proprietary", or similar without this being an explicit requirement for protection as Confidential Information.

**"Co-Venturer"** means any Person with whom Ultimate Client is or may be from time to time a party to a joint operating agreement, a joint venture or equivalent shareholder agreement, or unitisation agreement or similar agreement, and the successors in interest of such Person(s) or the assignees of any interest of such Person.

**"Customer"** means you, the legal entity who has entered into a Subscription Agreement for certain Subscription Items by signing and accepting the Subscription Order Form.

**"Customer Data"** means data received by Horizon56 from the Customer, or from a third party on behalf of Customer, including any personal data, for use as basis for the Subscription. The term "Customer Data" shall include raw data, data that has been derived from raw data, and processed data, i.e. in the form raw data appears after it has been processed by Horizon56, but shall exclude, for the avoidance of doubt, the Software and any parts thereof.

**"Customer Group"** means (a) Customer and Customer's Affiliates; (b) Ultimate Client(s) and their Affiliates, (c) contractors of any tier of the Persons included in (a) and (b) and their Affiliates; (c) Co-Venturer(s); and (d) the respective agents, directors, officers, employees, consultants, agency personnel and invitees of the Persons included in items (a), (b) and (c) of this definition, but shall not include any member of Horizon56 Group.

**"Customer's Normal Business Activities"** means all activities that are presently, or may reasonably become, part of the business of the Customer, excluding, for the avoidance of doubt, any commercialization (including resale and sublicensing) of any of the Subscription Items through licenses to third parties or otherwise.

**"Consumer Price Index"** means the price index measuring the consumer prices for goods and services purchased by private households in Norway..

**"Consequential Loss"** - means whether or not foreseeable at the date of this Subscription Agreement any:

- (a) special, exemplary, incidental, punitive, consequential or indirect loss or damage as determined under the laws applicable to the Subscription Agreement pursuant to clause [ ]; and
- (b) any loss of earnings, loss of profit or anticipated profit and loss of production and/or deferral of production, loss of product, loss of revenue, losses arising out of any business interruption, loss of anticipated cost savings, loss related to third party claims, loss or corruption of any Customer Data and the consequences thereof, loss of use (including but not limited to wasted cost to other contractors providing personnel or equipment (i.e. spread cost)) in each case whether direct or indirect.

**"Data Processor Agreement"** means the data processor agreement set out in the document available at available at <https://horizon56.io> or on such other webpage as Horizon56 may notify to the Customer.

**"Declaration of Open Source and Third-Party Conditions"** means the open source and third party conditions as available at <https://horizon56.io/legal/OpenSource/> or on such other webpage as Horizon56 may notify to the Customer.

**"Effective Date"** has the meaning set out in the Subscription Order Form.

**"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was intended to cause, or which was in wilful default or reckless disregard of or wanton indifference to, harmful consequences such person or entity knew or should have known, such act or failure would have on the safety or property of another person or entity or the environment.

**"Horizon56"** means the Horizon56 entity entering into this Subscription Agreement as set out in the Subscription Order Form.

**"Horizon56 Group"** means (a) Horizon56, its Affiliates; (b) its and their Sub-Contractors and their Affiliates; and (c) the respective agents, directors, officers, employees, consultants, agency personnel and invitees of the Persons included in items (a) and (b) of this definition, but shall not include any member of Customer Group.

**"Horizon56 Technology"** means Software and any other technologies owned or licensed by Horizon56, and all underlying IPR therein and thereto, including Improvements.

**"Improvements"** means any and all modifications, improvements, or further developments of Software and Horizon56 Technology.

**"IPR"** means intellectual property rights of any kind existing now or in the future anywhere in the world, whether registered or not, and all applications, renewals, extensions of, and rights to apply for the same, including without limitation, patents, trademarks, design rights, copyright, publishing rights, moral rights, database rights, service marks, logos, business names, domain names, trade names, and other rights in goodwill, know-how, trade secrets, and other protected material, each in any form or format, including without limitation any and all intellectual property rights in and to any inventions, new technology, reports, data, data structures, databases, calculations, documents, drawings, sketches, specifications, equipment, algorithms, heuristics, computer programs, and source codes for software, and including without limitation the right to sue for passing off or unfair competition, rights to use, and to protect the confidentiality of, Confidential Information, and all other intellectual property rights, and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection.

**"Minimum Subscription Period"** means the period stated on the Subscription Order Form.

**"Parties"** has the meaning given in the Order Form.

**"Party"** has the meaning given in the Order Form.

**"Product Descriptions"** means the descriptions of the Subscription Items set out in the document available at available at <https://horizon56.io/legal/ProductDescription/> or on such other webpage as Horizon56 may notify to the Customer.

"**Rig**" means a mobile offshore drilling unit (MODU) such as jackups, semisubmersibles, and submersibles and fixed platforms with drilling operations

"**Renewal Subscription Period**" means the period stated on the Subscription Order Form.

"**Security Event**" has the meaning set out in clause 9.5.

"**Senior Officer**" means the Chief Executive Officer, the Chief Finance Officer, and the Chief Legal Officer.

"**SLA**" means Horizon56's standard service level agreement available at <https://horizon56.io/legal/sla/> or on such other webpage as Horizon56 may notify to the Customer.

"**Software**" means software applications owned by Horizon56 or licensed by Horizon56 from third-parties. The term Software includes but is not limited to RigFlow, RigFlow Lite and the RigBridge software. A description of Software shall be maintained at available at <https://horizon56.io/legal/ProductDescription/> or on such other webpage as Horizon56 may notify to the Customer.

"**Software API**" means one or more application programming interfaces made available as software-as-a-service, which the Customer can use to utilize Software.

"**Sub-Contractor**" - means a supplier, contractor, vendor, agent or independent consultant of any tier selected and retained to fulfil the Subscription Agreement on behalf of Horizon56.

"**Subscription**" means the right to access and use the Subscription Items set out in the Subscription Order Form and any Amendment Order Forms.

"**Subscription Agreement**" means the Subscription Order Form, any Amendment Order Forms, these Terms of Service and all documents referred to therein or herein including but not limited to the including the SLA, the Product Descriptions, the Data Processor Agreement and the Declaration of Open Source and Third-Party Conditions.

"**Subscription Item**" means individual components included in the Subscription, which may be for the avoidance of doubt include Software, Software API or the On-Rig Deployments, but only to the extent included in the Subscription.

"**Subscription Order Form**" means the individual order form that provides and confirms which Subscription Items are subject to a Subscription and the terms and conditions to apply thereto.

"**Subscription Period**" means the Minimum Subscription Period and any Renewal Subscription Period, as the case may be.

"**Term**" has the meaning set out in clause 13.1.

"**Third Party**" means any Person that is not a member of Customer Group or Horizon56 Group.

"**Wilful Misconduct**" means any intentional and deliberate act or omission which is done by any person or entity with the specific intent to cause known and harmful consequences to the safety or property of another person or the environment.