

OPVIEWER TERMS AND CONDITIONS FOR ACCESS TO VANTAGE POB

Leading Oil & Gas Industry Competitiveness (company number SC199292) (“**LOGIC**”) provides the shared service to oil and gas operators for personnel and certification tracking at onshore and offshore installations via an online platform known as Vantage POB (“**Vantage POB**”).

Please read these terms and conditions carefully before you access and use Vantage POB, as these will apply to your access and use of Vantage POB. We recommend that you print a copy of these terms and conditions for future reference.

By accessing and using Vantage POB, you confirm that you accept and agree to comply with these terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 As used in these terms and conditions:

“**Agreement**” means the agreement between LOGIC and the Subscriber incorporating these Conditions of access set out in this document and the details provided as part of the Registration Process;

“**Access Fee**” means the fee charged per Registered User which will be published on the LOGIC website, at www.logic-oil.com.

“**Conditions**” means these terms and conditions;

“**Purpose**” means to view personnel details of Subscriber employees. To view certificates, trip history and future bookings of Subscriber employees.

“**Registered Users**” means the named users authorised by the Subscriber to use Vantage POB in accordance with the terms of this Agreement; and

“**Registration Process**” means the online registration / renewal process for access to Vantage POB to which these Conditions are referenced;

“**Subscriber Contact**” means the individual identified as the subscriber contact during the Registration Process;

“**Subscription Type**” means Read-Only Access.

“**Subscriber**” means the person that enters into this Agreement in order to access and use Vantage POB and whose details are specified in the Registration Process;

“**Term**” has the meaning given to it in Clause 2.1;

“**Virus**” any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.

1.2 In this Agreement, unless the context otherwise requires the meaning of general words is not to be restricted by any particular examples preceding or following those general words.

1.3 A reference to ‘this Agreement’ includes any Schedule which forms part of this Agreement;

1.4 In this Agreement, unless otherwise stated:

1.4.1 in the case of conflict or ambiguity between any provision contained in the body of this Agreement and/ or any provision contained in any Schedule and/or documents referred to therein the order of precedence shall be as follows:

1.4.2 the body of these Conditions; and then

1.4.3 the details provided in the Registration Process; and then

1.4.4 the Privacy Policy.

1.4.5 the clause, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;

1.4.6 a reference to a ‘Party’ means either the Subscriber or LOGIC and includes that party’s personal representatives, successors and permitted assigns;

1.4.7 words in the singular include the plural and vice versa;

1.4.8 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.4.9 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form (including email); and

1.4.10 a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made as at the date of this Agreement under that legislation.

2. TERM

2.1 This Agreement will commence on the date on which the Subscriber accepts these Conditions and will automatically terminate on the 30th September in any given year (unless terminated earlier in accordance with Clause 8) (the “**Term**”).

3. ACCESS TO VANTAGE POB

3.1 Subject to the terms of this Agreement, LOGIC grants the Subscriber a non-exclusive, non-transferable, personal right for its Registered Users to access and use Vantage POB for the Purpose during the Term. The Subscriber acknowledges that access to Vantage POB is at all times subject to the Subscriber’s compliance with this Agreement.

3.2 LOGIC will use reasonable endeavours to keep Vantage POB up and running 24 hours per day, 365 days a year. However, LOGIC may suspend access to Vantage POB from time to time for repair, maintenance, improvement, or relocation of the infrastructure used to provide Vantage POB.

- 3.3 The Subscriber acknowledges that access to Vantage POB does not include any services, systems or equipment required to access the internet (and that the Subscriber is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of Vantage POB).
- 3.4 The Subscriber shall ensure that only Registered Users have access to Vantage POB and that such access and their use of Vantage POB is at all times in accordance with this Agreement. The Subscriber shall ensure that Registered Users are, at all times whilst they have access to Vantage POB, the employees or contractors of the Subscriber . The Subscriber shall be liable for the acts and omissions of the Registered Users as if they were its own.
- 3.5 The Subscriber shall keep a list of all Registered Users and shall notify LOGIC within five (5) Business Days if any updates to any list of Registered Users are made or required, including when Registered Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Registered Users. Where termination of such relationship is known in advance, the Subscriber shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be a Registered User.

4. DATA PROTECTION

- 4.1 The Subscriber shall (and shall ensure all Registered Users shall) at all times comply with all applicable laws relating to the access and use of Vantage POB, including laws relating to privacy, data protection and use of systems and communications.
- 4.2 The Subscriber shall maintain the confidentiality of any personal data accessible on Vantage POB and shall not without the prior written consent of LOGIC or in accordance with this Agreement, disclose or copy such personal data other than as necessary for the performance of the Purpose or its express rights and obligations under this Agreement.
- 4.3 LOGIC shall comply with applicable data protection laws in relation to any personal information provided to LOGIC by the Subscriber.

4.4 ACCEPTABLE USE

- 4.5 The Subscriber warrants and represents that it, and all Registered Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Subscriber organisation as necessary for use of Vantage POB) their password or access details for Vantage POB.
- 4.6 The Subscriber and each Registered User agrees not to use Vantage POB nor permit it to be used:
- 4.6.1 for any purpose that is unlawful under any applicable law or prohibited by this Agreement;
 - 4.6.2 to commit any act of fraud;
 - 4.6.3 to distribute any Virus;
 - 4.6.4 in any manner that disrupts the operations, business, equipment, websites or systems of LOGIC or any other person or entity (including any denial of service and similar attacks);
 - 4.6.5 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;

- 4.6.6 in any manner which may impair any other person's use of Vantage POB or use of any other services provided by LOGIC to any other person;
- 4.6.7 to attempt to circumvent any security controls or mechanisms; and
- 4.6.8 to attempt to circumvent any password or user authentication methods of any person.

5. PRICE AND PAYMENT

- 5.1 The Subscriber will pay the Access Fee to LOGIC in accordance with this Clause 5.
- 5.2 The Subscriber shall pay the Access Fee in advance. All fees due under this Agreement are exclusive of VAT which shall be payable by the Subscriber at the rate and in the manner prescribed by law. All sums payable under the Agreement shall be paid without any retention or set-off.

6. WARRANTIES

- 6.1 The Subscriber warrants that it will only use Vantage POB in the course of business.
- 6.2 All implied warranties, implied conditions, implied terms and/or implied licences are hereby excluded (in each case) to the extent permitted by law.

7. INTELLECTUAL PROPERTY

- 7.1 Nothing in the Agreement transfers any intellectual property right.
- 7.2 The Subscriber hereby grants LOGIC a royalty-free, transferrable, licence to use any suggestions for improving Vantage POB that are made by, or on behalf of, the Subscriber.

8. SUSPENSION OF THE SERVICES

- 8.1 LOGIC may suspend access to Vantage POB to all or some of the Subscriber's Registered Users (without prejudice to its other rights under Clause 9) if:
 - 8.1.1 the Subscriber has failed to make payment of any sums due under this Agreement by the due date for payment. LOGIC will promptly restore access to Vantage POB as soon as possible after it has received payment in full and cleared funds; or
 - 8.1.2 where the Subscriber is otherwise in breach of this Agreement;
- 8.2 LOGIC will notify the Subscriber or the affected Registered User(s) as soon as possible after suspending access to Vantage POB.
- 8.3 The Access Fee shall remain payable during any period of suspension notwithstanding that the Subscriber or some of the Registered Users may not have had access to Vantage POB.

9. TERM AND TERMINATION

- 9.1 Either party may at any time by notice served on the other party terminate the Agreement as from the date of service of such notice if the other party is in material breach of the Agreement and:
 - 9.1.1 the breach is capable of remedy and the party in breach has failed to remedy the breach within thirty (30) days of written notice to it specifying the breach and requiring its remedy; or
 - 9.1.2 the breach is not capable of remedy.

- 9.2 LOGIC may terminate this Agreement if the Subscriber is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.
- 9.3 LOGIC may terminate this Agreement with immediate effect at any time by providing notice to the Subscriber. LOGIC shall refund the Subscriber on a pro-rata basis for any unused proportion of the Access Fee paid in advance.
- 9.4 Termination or expiry of the Agreement shall not prejudice or affect any then accrued rights. In addition the provisions of the following Clauses shall survive and shall continue to bind the Parties: 6.2, 7 (Intellectual Property), 9.4, 10 (Limitation of Liability), and 11 (Miscellaneous).

10. LIMITATION OF LIABILITY

- 10.1 Nothing in the Agreement limits or excludes the liability of either party for death or personal injury or in relation to fraud.
- 10.2 Subject always to Clause 10.1 the aggregate liability of LOGIC under, or in relation to the subject matter of, this Agreement, shall in no event exceed the greater of: i) twice the Access Fee paid by the Subscriber to LOGIC under the Agreement for the relevant Term; or (ii) £1,000.
- 10.3 Subject always to Clause 10.1 in no event shall LOGIC be liable to the Subscriber for any:
- 10.3.1 loss of profits, loss of business, loss of business opportunity, loss of contract, loss of revenue, loss of data, loss of goodwill, work stoppage or unrealised anticipated savings; and/or
- 10.3.2 indirect or consequential loss or damage.

11. MISCELLANEOUS

- 11.1 Nothing in the Agreement creates any relationship of partnership or agency between LOGIC and the Subscriber, or gives either party the right, power or authority to create legal obligations binding on the other.
- 11.2 Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement which is due to an event beyond its reasonable control.
- 11.3 The Subscriber may not assign or sub-license its rights and/or obligations under the Agreement without the prior written consent of LOGIC. LOGIC may transfer its rights and obligations under the Agreement to a third party on notice to the Subscriber, and may sub-contract performance of its obligations, including (without limitation) provision of Vantage POB.
- 11.4 LOGIC may amend the terms of this Agreement by notifying the Subscriber of the updated terms by e-mail (“**Amended Terms**”). and the Amended Terms shall take effect thirty (30) days following the date of such notification (“**Amendment Date**”). If the Subscriber does not wish to accept the Amended Terms, the Subscriber may terminate this Agreement at any time before the Amendment Date by providing LOGIC with written notice in accordance with Clause 11.5 of this Agreement and LOGIC shall provide the Subscriber with a pro-rata refund of any Access Fees paid in advance which cover the period after the date of termination of this Agreement. Where

the Subscriber does not provide notice to terminate this Agreement before the Amendment Date, the Subscriber shall be deemed to have accepted the Amended Terms and the Amended Terms shall apply from the Amendment Date. No variation of this Agreement by the Supplier shall be effective unless it is in writing and signed by LOGIC (or LOGIC's authorised representative).

- 11.5 Any notice or other communication given under, or in connection with, the Agreement shall be sufficiently served if in writing, or if emailed to logic@oguk.org.uk or emailed to the email address for the Subscriber Contact provided during the Registration Process. In the absence of an email rejection email then such an email will be deemed to be delivered the next business day after it is sent.
- 11.6 The Agreement does not create rights for any third party.
- 11.7 The Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding other than those expressly set out in this Agreement. Each party agrees that he will have no remedy in respect of any statement, representation, warranty or understanding that is not expressly set out in the Agreement. The parties agree that nothing in this clause will limit or exclude any liability they may have for fraud.
- 11.8 No waiver of a right under the Agreement shall be binding unless made in writing or by email.
- 11.9 If a provision of the Agreement is held to be illegal, invalid or unenforceable then the provision shall be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
- 11.10 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising out of, or in connection with, the Agreement.