

# Terms of Use

## 1. INTRODUCTION

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Cognite AS (hereinafter "**Cognite**" or "**Licensors**") is a Norwegian software development company who have developed allowing, amongst other, to ingest, normalize, contextualize and aggregate data stemming from sensors and make such data available with high performance and limited latency (the "**Cognite Data Platform**").

Aker BP ASA (hereinafter "**Aker BP**") is a Norwegian E&P company with exploration, development and production activities on the Norwegian Continental Shelf. Aker BP and Cognite have initiated the Open Industrial Data initiative aimed at making a live stream of industrial data available continuously available to end users (as defined below) and free of charge. The purpose of the Open Industrial Data initiative is to liberate industrial data for research and educational purposes and to encourage data sharing within the industry. The idea is that sharing of live data will contribute to a more open and collaborative industry, furthering technological advancement to the potential benefit of all involved parties. The current web site of the Open Industrial Data Project is <https://openindustrialdata.com/> (the "**Site**").

Aker BP is the first contributor of such live industrial data but we believe that more will follow (each a "**Data Contributor**" and collectively "**Data Contributors**"). The Data Contributors will be identified on the Site.

Cognite will use the Cognite Data Platform to organize the data streams from the Data Contributors and invites interested parties to register for online access to a time-delayed version of the data streams, via an API to the Cognite Data Platform (hereinafter referred to as the "**Live Data Stream**"). The data streamed is also referred to as the "**Content**". The on-line access to said API, and the Live Data Stream and Content constitutes "**Services**" for the purpose of these terms.

In consideration of registering for access to the Services, and by accessing the Services and the Live Data Stream, you, the end user and the organization you belong to ("**End User**"), agree to and accept these Terms of Use. The agreed access is also referred to as the "**Subscription**".

Any notices, question or concerns related to these Terms of Use or the Subscription shall be directed to [insert e-mail address](#).

## 2. USE OF SERVICES AND THE CONTENT, IP

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### 2.1. RETAINED RIGHTS

Cognite and Cognite's third party licensors is and shall remain the sole and exclusive owner of all right, title, intellectual property rights, including also database rights, in and to Cognite Data Platform, the API to the Cognite Data Platform, the Content, any and all technology used for providing the Services, any and all related documentation and any and all further developments and additions to any of the same.

Except as specifically permitted by these Terms of Use End User may not exploit or make any use of the Service, the Content or any part thereof.

### 2.2. LICENSE GRANT

On the terms and conditions set out herein, the Subscription provides End User with (a) a non-exclusive, non-transferrable right, for the duration of the Subscription, to access the Services and (b) a non-exclusive, perpetual, royalty fee, right to use, modify and transfer Content retrieved by the End User via the Services.

## 3. NO-ATTRIBUTION, NO-ENDORSEMENT

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End User shall not attribute Cognite or the Data Contributors for the Data Stream or Content, and shall not present the Data Stream or Content, or any results based thereof, as endorsed by Cognite or the Data Contributors.

## 4. SUSPENSION, TERMINATION AND CHANGES

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Cognite may at any time and without notice suspend or change the Services. This may be announced at the Site.

Cognite may upon notice (by e-mail, or by any other means, by which the recipient obtain such notice) terminate the Subscription or change these Terms of Use. If you do not wish to accept the changed Terms of Use, then you may no longer access or use the Services or the Live Data Stream. The changes or the termination will become effective upon Cognite's notice, except if otherwise specified by Cognite.

End User may terminate the Subscription by using the function made available therefore on the Site.

End User's access to the Services shall cease when the Subscription is terminated.

## 5. DISCLAIMERS, LIMITATIONS OF LIABILITY, INDEMNITIES

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### 5.1. DISCLAIMERS

The Services and the Content are provided "as is" and "as available" and Cognite does not make warranties of any kind, express, implied or statutory, including those of merchantability, fitness for a particular purpose or use, or any warranty regarding the availability, reliability, timeliness, functionality, reliability, speed of delivery or accuracy of the Services.

End User acknowledges that Cognite does not verify or endorse any Content and disclaims any obligations to do so. Cognite do not warrant, and shall not be liable for the sequence, accuracy, completeness or timeliness of any Content available through the Services.

### 5.2. LIMITATION OF DAMAGES

No damages may be claimed by End User in respect of indirect, consequential, special, incidental, punitive or exemplary damages whatsoever even if advised of the possibility of such damages and regardless of the form of action, whether in contract, tort (including without limitation to negligence), strict product liability, or other theory. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, loss of goodwill, interruption of business, loss of production or the like, and claims from third parties.

In no event will Cognite or the Data Contributors' or Cognite or the Data Contributors' affiliates, agents or licensors be liable to End User or anyone else for (a) any decision made or action taken in reliance on Content or the Services or (b) arising out of the use of the Content or Services. The Services and Content is to be used by End User in accordance with all applicable laws, and End User will be responsible for any consequences derived from any use of the Content or Services, including but not limited to use that result in tort or criminal liability.

To the extent, if any, liability is not effectively disclaimed with respect to Cognite, the Data Contributors, or Cognite or the Data Contributor's affiliates, agents or licensors, the aggregate liability for loss arising out of or in connection with the Services, the Subscription or the Content shall for each such entity not exceed NOK 10,000. For the avoidance of doubt this limitation of liability shall be cumulative and not per incident and shall not be construed as an acceptance of any such potential liability.

### 5.3. INDEMNITIES

End User shall indemnify and keep Cognite and the Data Contributors, and Cognite and the Data Contributors' affiliates, agents and licensors harmless from and against any and all claims and expenses arising out of

End User's use of the Services or the Content (or arising out of the use by any third party of any part of the Services or the Content to the extent the third party has gotten access to such Services or Content, directly or indirectly due to the End User's sharing of the Services or the dissemination of the Content or any part thereof) or arising out of breach of these Terms of Use.

## 6. CHOICE OF LEGISLATION AND VENUE

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### 6.1. CHOICE OF LEGISLATION

The Terms of Use shall be exclusively governed by and construed in accordance with Norwegian law, without giving effect to any choice or conflict of law provisions (whether of Norway or any other jurisdiction).

### 6.2. DISPUTES

Any disputes that may arise from the Services, the Terms of Use or the Subscription that cannot be amicably resolved between Cognite and End User shall be referred to the ordinary courts of Norway, with the district court of Oslo as the agreed venue in the first instance.

## 7. ENTIRE AGREEMENT

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These Terms of Use together with the applicable terms of the Subscription constitutes the entire agreement regarding the Subscription, and supersedes any other prior or contemporaneous agreements, terms and conditions, written or oral concerning related thereto. For the avoidance of doubt, the parties to the agreement is Cognite and End User.