

SUPPLIER TERMS AND CONDITIONS FOR ACCESS TO THE SEQual PORTAL

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

By accessing and using the SEQual Portal, you confirm that you accept and agree to comply with these terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in Schedule 1 shall apply to this Agreement.

2. TERM

2.1 This Agreement will, commence on the date on which the Supplier accepts these Conditions (and unless terminated in accordance with Clause 14) will continue for a period of twelve (12) months. (the “**Initial Term**”). Thereafter, this Agreement will automatically renew for successive periods of twelve (12) months (each a “**Renewal Period**”) provided that for each Renewal Period the Supplier has confirmed the Product Codes and paid the applicable Subscription Fee for the forthcoming Renewal Period before the end of the Initial Term or the then current Renewal Period (as applicable), otherwise this Agreement will terminate upon the expiry of the applicable Initial Term or Renewal Period (the “**Term**”).

3. SERVICE AND AVAILABILITY

3.1 Subject to the terms and conditions of this Agreement, LOGIC grants the Supplier a non-exclusive, non-transferable right to permit Authorised Users to access and use the SEQual Portal during the Term solely for its internal business purposes.

3.2 LOGIC will use reasonable endeavours to notify the Supplier no less than 3 Business Days in advance of scheduled maintenance, but the Supplier acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by Force Majeure.

3.3 LOGIC shall use reasonable endeavours to ensure that the SEQual Portal is available no less than 99.9% of the time during Normal Business Hours, and no less than 98% of the time outwith Normal Business Hours during any calendar month (excluding any scheduled maintenance, emergency maintenance or downtime caused in whole or part by Force Majeure).

3.4 The SEQual Portal may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Supplier acknowledges that such risks are inherent in the use of such communications facilities and that LOGIC shall have no liability for any such delays, interruptions, errors or other problems.

3.5 The Supplier acknowledges that LOGIC shall be entitled to modify the features and functionality of the SEQual Portal as part of its ongoing development of the Software. LOGIC shall use reasonable endeavours to ensure that any such modification does not adversely affect the Supplier’s use of the SEQual Portal.

4. LOGIC WARRANTIES

- 4.1 LOGIC warrants to the Supplier that LOGIC has the right, power and authority to enter into this Agreement and grant to the Supplier the rights contemplated in this Agreement and to provide access to the SEQual Portal.
- 4.2 The SEQual Portal is provided on an “as is” basis and LOGIC does not warrant or represent that the SEQual Portal will be free from errors and interruptions.
- 4.3 Other than as set out in this Clause 4, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, accuracy or completeness, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

5. USE OF THE SEQUAL PORTAL

- 5.1 The Supplier shall ensure that Authorised Users are, at all times whilst they have access to SEQual Portal, the employees, officers or contractors of the Supplier.
- 5.2 The Supplier will maintain an up to date list of all Authorised Users and upon LOGIC’s written request shall provide such list to LOGIC within five (5) Business Days of the request.
- 5.3 The Supplier will:
 - 5.3.1 be liable for the acts and omissions of all Authorised Users as if they were its own acts and omissions; and
 - 5.3.2 only provide Authorised Users with access to the SEQual Portal via the access method provided by LOGIC and shall not provide access to (or permit access by) anyone other than an Authorised User.
- 5.4 The Supplier will ensure that all Authorised Users and third parties 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 Supplier’s organisation as necessary for use of the SEQual Portal) their password or access details for the SEQual Portal.
- 5.5 The Supplier will (and shall procure that each Authorised User will):
 - 5.5.1 not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, reverse compile, reverse engineer, disassemble, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or access all or any part of the SEQual Portal to build a product or service which competes with the SEQual Portal;
 - 5.5.2 not licence, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make the SEQual Portal available to any third party;
 - 5.5.3 use all reasonable endeavours to prevent unauthorised access to, or use of, the SEQual Portal and, notify LOGIC of any actual or suspected unauthorised access as soon as reasonably practicable on becoming aware of such;
 - 5.5.4 provide LOGIC with such information, documentation or materials as may be reasonably required by LOGIC to provide the SEQual Portal;
 - 5.5.5 comply with all applicable laws and regulations with respect to its activities under this Agreement; and

- 5.5.6 'access the SEQual Portal using current versions of one of the following web browsers: Chrome, Microsoft Internet Explorer and Edge, Safari or Firefox.
- 5.6 The Supplier acknowledges and agrees that use of the SEQual Portal shall always be subject to the Acceptable Use Policy and the Supplier will (and shall procure that each Authorised User will) comply with the Acceptable Use Policy when using the SEQual Portal.
- 6. AUDIT**
- 6.1 LOGIC (and any Audit Provider) shall have the right to perform audits and inspections of the Supplier upon reasonable notice (which shall be deemed to be a minimum of four (4) weeks' notice), to the Supplier for the Supplier Prequalification Purposes (each an "Audit"). Notwithstanding the foregoing, LOGIC (or any Audit Provider) shall conduct Audits in the following circumstances which shall incur Audit Fees as set out in Clause 7.8 of this Agreement:
- 6.1.1 a three (3) yearly Audit, where the Supplier has selected on-site assessable Product Codes during registration for access to the SEQual Portal, or at the start of any Renewal Period;
- 6.1.2 an out of turn Audit (where Supplier has added on-site assessable Product Codes at any other point during the Term); and
- 6.1.3 a re-Audit (after any major non-conformances are identified in respect of the Supplier).
- 6.2 In connection with any Audit, the Supplier shall:
- 6.2.1 give the auditing party full access upon request to Supplier personnel, facilities and premises as are used to provide the relevant goods and/or services;
- 6.2.2 provide the auditing party with all information, data, documentation, explanations and information as the auditing party may reasonably require; and
- 6.2.3 provide the auditing party with all such assistance and co-operation as shall be reasonably necessary in connection with any such Audit.
- 6.3 Audits will be conducted in accordance with the following guidelines:
- 6.3.1 standard desktop assessments will be based on the Supplier's responses to the questionnaire it completes at the time it registers for access to the SEQual Portal, and subject to Clause 6.3.2 will primarily focus on HSE and Quality;
- 6.3.2 where the Supplier has selected higher risk Product Codes that require on-site assessment (as determined in LOGIC's sole discretion), the Audit will require on-site access to the Supplier's facilities and premises; and
- 6.3.3 the results of an Audit will be made available to Buyers on the SEQual Portal, and may be used by Buyers for Supplier Prequalification Purposes.
- 6.4 Subject to Clauses 6.1 and 6.5, each Party shall bear its own costs and expenses incurred in connection with the performance of Audit.
- 6.5 In the event that, in the six (6) weeks prior to the agreed Audit date, the Supplier cancels or re-schedules the Audit for any reason, then the Supplier shall make payment of the cancellation fee set out in Clause 7.8 of this Agreement to LOGIC.

6.6 The Supplier may request access to an Assessment Report conducted on the Supplier by a Third Party Auditor. Where LOGIC provides the Supplier with access to the Assessment Report, the Supplier shall only use the Assessment Report in order to review and consider the findings and conclusions of the Assessment Report for its own internal business purposes and the Supplier shall not disclose the Assessment Report or any part thereof to any third party. The Supplier acknowledges and agrees that:

- 6.6.1 LOGIC does not guarantee that the Assessment Report will be error-free or accurate;
- 6.6.2 the Assessment Report is provided on a non-reliance basis by LOGIC and the Supplier should not rely on the Assessment Report; and
- 6.6.3 LOGIC shall have no liability to the Supplier or any third party in connection with (i) the disclosure and/or contents of the Assessment Report; and/or (ii) the Supplier’s use of the Assessment Report pursuant to this clause.

7. CHARGES AND PAYMENT

- 7.1 The Supplier will pay the Subscription Fees and the Audit Fees (and other fees expressly agreed between the parties in writing) to LOGIC in accordance with this Clause 7.
- 7.2 Subject to Clause 7.3, the Supplier shall pay the Subscription Fees annually in advance. All fees due under this Agreement are exclusive of VAT which shall be payable by the Supplier at the rate and in the manner prescribed by law.
- 7.3 In the event that the Supplier wishes to increase the number of Product Codes it has selected for the Initial Term or any current Renewal Period, LOGIC shall be entitled to charge the Supplier an additional Subscription Fee for the remainder of the Initial Term or Renewal Period (as applicable) to reflect the increase in Product Codes. LOGIC will not be obliged to increase the Product Codes until the Supplier has paid the additional Subscription Fee.
- 7.4 LOGIC shall have the right to charge interest on overdue invoices at the rate of 3% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 7.5 Any amounts due under this Agreement from the Supplier to LOGIC shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.6 Subject to Clauses 12.3 and 14.2, to the extent this Agreement terminates or expires (other than due to termination by the Supplier under Clause 14.1) the Supplier shall not be entitled to any refund or discount of the Subscription Fees paid for any parts of any month during which the SEQual Portal cease to be provided.
- 7.7 LOGIC is entitled to increase Subscription Fees and Audit Fees in January each year, however the increase will not take effect until the commencement of the next Renewal Period.
- 7.8 In addition to the Subscription Fees, the following fees shall be payable by the Supplier in respect of any Audit (“**Audit Fees**”):

Type of On-Site Audit	Fee (excluding VAT)
Three yearly Audit (where Supplier has selected on-site assessable Product Codes)	£480 arrangement fee payable in advance.

Out of turn Audit (where Supplier has added additional on-site assessable Product Codes).	£995 per day plus the reasonable travelling expenses of the auditor payable in advance.
Re-Audit (where an Audit identifies one or more major non-conformances).	£995 per day plus the reasonable travelling expenses of the auditor payable within thirty (30) days of receipt of an invoice.
Cancellation Fee	Between £2,985 and £3,980 depending on the scope of the Audit (the actual fee to be determined by LOGIC acting reasonably) payable within thirty (30) days of receipt of an invoice.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights in and to the SEQual Portal belong to and shall remain vested in LOGIC or its licensors.
- 8.2 The Supplier may be able to store or transmit Supplier Data using the SEQual Portal and the SEQual Portal may interact with Supplier Systems.
- 8.3 The Supplier acknowledges that the Supplier Data uploaded to the SEQual Portal will be shared with Buyers to enable Buyers to access information about the Supplier and the goods and/or services offered by the Supplier.
- 8.4 The Supplier hereby grants a royalty-free, non-transferable, non-exclusive licence for LOGIC (and each of its sub-contractors) to use, copy and otherwise utilise the Supplier Data and Supplier Systems to:
- 8.4.1 display and share Supplier Data with Buyers to enable Buyers to access information about the Supplier, its business, and the goods and/or services offered by the Supplier;
 - 8.4.2 carry out statistical analysis (including the identification of trends in relating to practices in the oil and gas industry) and to report and publish the findings of such analysis on an aggregated and anonymised basis; and
 - 8.4.3 the extent necessary to exercise or perform LOGIC's rights, remedies and obligations under this Agreement.
- 8.5 Except for the rights expressly granted in this Agreement:
- 8.5.1 the Supplier, any Authorised User, and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the SEQual Portal; and
 - 8.5.2 no Intellectual Property Rights of either Party are transferred or licensed as a result of this Agreement.

9. SUPPLIER DATA

- 9.1 The Supplier shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Supplier Data and that its use (including use in connection with the SEQual Portal) complies with this Agreement and all applicable laws. The Supplier acknowledges that LOGIC may not actively monitor the content of the Supplier Data.

- 9.2 The Supplier shall not use, access, store, distribute or transmit Infringing Material on or in connection with the SEQual Portal. LOGIC shall notify the Supplier if it becomes aware of any allegation that any Supplier Data may be Infringing Material and (without prejudice to LOGIC's other remedies the rights and remedies under Clauses 14 and 15) LOGIC shall have the right to remove the relevant Supplier Data from the SEQual Portal.
- 9.3 The Supplier acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Supplier Data, including as necessary to ensure the continuation of the Supplier's businesses. The Supplier shall, without limitation, ensure that it backs up (or procures the back up of) all Supplier Data regularly (in accordance with its needs) and extracts it from the SEQual Portal prior to the termination or expiry of this Agreement or the cessation or suspension of any of the SEQual Portal.
- 9.4 LOGIC undertakes regular backups of the SEQual Portal (which may include Supplier Data) for its own business continuity purposes. The Supplier acknowledges that such steps do not in any way make LOGIC responsible for ensuring the Supplier Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, LOGIC shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Supplier Data.
- 9.5 Without prejudice to Clauses 9.3 and 9.4, in the event of any loss or damage to Supplier Data LOGIC will use reasonable commercial endeavours to recover the Supplier Data from the latest back-up.

10. CONFIDENTIALITY

- 10.1 Each Party agrees that it may use the other Party's Confidential Information only in the exercise of its rights and performance of its obligations under this Agreement and that it shall not disclose the other Party's Confidential Information except in accordance with this Clause 10.
- 10.2 Each Party may disclose the other Party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other Party's Confidential Information in order to exercise the disclosing Party's rights or perform its obligations under this Agreement provided that the disclosing Party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this Clause 10 as if it were a Party.
- 10.3 Each Party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.
- 10.4 This Clause 10 shall survive the termination or expiry of this Agreement for a period of three (3) years thereafter.

11. DATA PROTECTION

- 11.1 Each Party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the applicable data protection laws to the extent they apply to each of them.
- 11.2 The Parties agree that, for the purposes of applicable data protection laws, each Party shall act as a Controller in common (not a joint data controller), in respect of any personal data disclosed from one Party to the other Party in connection with this Agreement including any personal data the Supplier provides to the SEQual Portal.

11.3 LOGIC will process all Supplier Personal Data in accordance with the LOGIC's Privacy Policy.

12. INDEMNITY

12.1 Subject to Clauses 12.2 and 12.4, LOGIC shall indemnify the Supplier for all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

12.2 The provisions of Clause 12.1 shall not apply unless the Supplier:

12.2.1 promptly (and in any event within 10 Business Days) notifies LOGIC upon becoming aware of any actual or threatened IP Claim and provides full written particulars as soon as reasonably practicable;

12.2.2 makes no comment or admission and takes no action that may adversely affect LOGIC's ability to defend or settle the IP Claim;

12.2.3 provides all assistance reasonably required by LOGIC subject to LOGIC paying the Supplier's reasonable costs; and

12.2.4 gives LOGIC sole authority to defend or settle the IP Claim as LOGIC considers appropriate.

12.3 In the event of any IP Claim LOGIC may elect to terminate this Agreement immediately by written notice and promptly refund to the Supplier on a pro-rata basis for any unused proportion of Subscription Fees paid in advance. This Clause 12.3 is without prejudice to the Supplier's rights and remedies under Clause 12.1.

12.4 LOGIC shall have no liability or obligation under this Clause 12 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:

12.4.1 any modification of the SEQual Portal (or any part) without LOGIC's express written approval;

12.4.2 any Open Source Software;

12.4.3 any breach of this Agreement by the Supplier; or

12.4.4 use of the SEQual Portal (or any part) otherwise than in accordance with this Agreement.

12.5 The Supplier hereby releases and shall defend, indemnify and hold LOGIC and each Audit Provider harmless from and against any claim, liability, action, proceeding, demand or allegation or any threatened claim, liability, action, proceeding, demand or allegation of whatever nature, whether in contract, tort (including negligence) or otherwise arising out of personal injury or property damage suffered or incurred by Supplier or its officers, employees and representatives in connection with this Agreement and/or the performance of any Audit hereunder, regardless of the cause thereof and even if the personal injury or property damage is caused by the sole or concurrent or active negligence or other legal fault of LOGIC or an Audit Provider or their respective officers, employees and representatives, excepting only liability and/or claims described in Clause 13.3.

13. LIABILITY

13.1 Subject to Clause 13.3, neither Party shall be liable for consequential, indirect or special losses.

13.2 Subject to Clause 13.3, LOGIC shall not be liable for any of the following (whether direct or indirect): loss of profit; destruction, loss of use or corruption of data; loss or corruption of software

or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill.

- 13.3 Notwithstanding any other provision of this Agreement, neither party's liability shall be limited in any way in respect of the following:
- 13.3.1 death or personal injury caused by negligence;
 - 13.3.2 fraud or fraudulent misrepresentation;
 - 13.3.3 in respect of the Supplier, the indemnity under Clause 12.5; or
 - 13.3.4 any other losses which cannot be excluded or limited by applicable law.
- 13.4 Subject to Clause 13.3, LOGIC's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed an amount equal to 100% of the Subscription Fee paid to LOGIC in the twelve (12) month period immediately preceding the first incident giving rise to any claim under this Agreement.
- 13.5 To the maximum extent permitted by law, LOGIC shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of this Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.
- 13.6 This Clause 13 shall survive the termination or expiry of this Agreement.

14. TERMINATION

- 14.1 Either Party may terminate this Agreement immediately at any time by giving notice in writing to the other Party if:
- 14.1.1 the other Party commits a material breach of this Agreement and such breach is not remediable;
 - 14.1.2 the other Party commits a material breach of this Agreement which is not remedied within thirty (30) days of receiving written notice of such breach; or
 - 14.1.3 the other Party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within fourteen (14) days after the other Party has received notification that the payment is overdue; or
 - 14.1.4 the other Party is subject to an Insolvency Event.
- 14.2 LOGIC may terminate this Agreement by giving not less than thirty (30) days written notice to the Supplier. Following termination of this Agreement pursuant to this Clause 14.2, LOGIC shall refund the Supplier on a pro-rata basis for any unused proportion of Subscription Fees paid in advance.
- 14.3 Immediately on termination or expiry of this Agreement (for any reason), the rights granted by LOGIC under this Agreement shall terminate and the Supplier shall (and shall procure that each Authorised User shall):
- 14.3.1 stop using the SEQual Portal; and
 - 14.3.2 destroy and delete or, if requested by LOGIC, return any copies of LOGIC's Confidential Information in its possession or control (or in the possession or control of any person acting on behalf of any of the Supplier).

14.4 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either Party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

15. SUSPENSION

15.1 LOGIC may suspend access to the SEQual Portal to all or some of the Authorised Users (without prejudice to its other rights under Clause 14) if:

15.1.1 LOGIC suspects that the Supplier or any Authorised User accessed, stored, distributed or transmitted any Infringing Material during the course of its use of the SEQual Portal;

15.1.2 the Supplier fails to pay any sums due to LOGIC by the due date for payment; or

15.1.3 where the Supplier is otherwise in breach of this Agreement.

15.2 LOGIC will notify the Supplier or the affected Authorised User(s) as soon as possible after suspending the SEQual Portal.

15.3 In relation to suspension under Clause 15.1.1, LOGIC will take steps to promptly investigate the issue and may restore or continue to suspend access at its discretion.

15.4 In relation to suspensions under Clause 15.1.2, access to the SEQual Portal will be restored promptly after LOGIC receives payment in full and cleared funds.

15.5 Subscription Fees shall remain payable during any period of suspension notwithstanding that the Supplier or some or all of the Authorised Users may not have access to the SEQual Portal.

16. NOTICE

16.1 Notices under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement (or to the email address set out below). Notices may be given, and shall be deemed received:

16.1.1 by first-class post: two Business Days after posting;

16.1.2 by airmail: seven Business Days after posting;

16.1.3 by hand: on delivery;

16.1.4 by email to logic@oguk.org.uk in the case of the LOGIC, on receipt of a return email. Notices sent by email must be accompanied by a notice sent to LOGIC's address in accordance with Clauses 16.1.1 – 16.1.3.

16.2 This Clause does not apply to notices given in legal proceedings or arbitration.

16.3 A notice given under this Agreement is not validly served if sent by email alone.

17. GENERAL

17.1 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

17.2 Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

- 17.3 LOGIC may amend the terms of this Agreement by notifying the Supplier of the updated terms through the SEQual Portal (“**Amended Terms**”). and the Amended Terms shall take effect thirty (30) days following the date of such notification (“**Amendment Date**”). If the Supplier does not wish to accept the Amended Terms, the Supplier may terminate this Agreement at any time before the Amendment Date by providing LOGIC with written notice in accordance with Clause 16 of this Agreement and LOGIC shall provide the Supplier with a pro-rata refund of any Subscription Fees paid in advance which cover the period after the date of termination of this Agreement, less any costs already incurred by LOGIC for the provision of desktop assessment services. Where the Supplier does not provide notice to terminate this Agreement before the Amendment Date, the Supplier 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).
- 17.4 No failure or delay by a Party to exercise any right or remedy under this Agreement shall constitute a waiver of that or any other right or remedy.
- 17.5 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 17.6 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.
- 17.7 The Supplier will not, without the prior written consent of LOGIC, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. LOGIC may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 17.8 This Agreement does not confer any rights on any person or Party (other than the parties to this Agreement and their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.9 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1 In this Agreement:

“**Acceptable Use Policy**” means LOGIC’s acceptable use policy in relation to the SEQual Portal available at www.sequal.co.uk and as amended from time to time;

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

“**Assessment Report**” means a report conducted by the Third Party Provider pursuant to an Audit which reviews and considers whether the Supplier’s classification within the SEQual Portal is correct and that the associated data is accurate;

“**Audit**” has the meaning given in Clause 6.1;

“**Audit Fees**” has the meaning given in Clause 7.8 and will be subject to an annual increase which shall be published by LOGIC in January each year via the SEQual Portal;

“**Audit Provider**” means a third party appointed by LOGIC to conduct an Audit on behalf of LOGIC;

“**Authorised Users**” means the users authorised by the Supplier to use the SEQual Portal in accordance with the terms of this Agreement;

“**Business Days**” means a day other than a Saturday, Sunday or bank or public holiday in both England and Scotland;

“**Buyers**” means the organisations that are registered as a buyer on the SEQual Portal;

“**Commencement Date**” has the meaning given to it in Paragraph 1 of Schedule 2;

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

“**Confidential Information**” means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one Party to the other or otherwise obtained by one Party relating to the other’s business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that Party;

“**Controller**” means the natural or legal person, public authority, agency or other body which, either alone or jointly with others, determines the purposes and means of the Processing of personal data;

“**Force Majeure**” means any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, epidemic or pandemic but excluding any industrial dispute relating to the Supplier, the Supplier’s Authorised Users or any other failure in the Supplier’s supply chain;;

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

“Infringing Material”: means any

- (a) Viruses; or
- (b) information, data or material that:
 - (i) infringes any third party Intellectual Property Rights;
 - (ii) is unlawful, offensive, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (iii) facilitates illegal activity;
 - (iv) depicts sexually explicit images;
 - (v) promotes unlawful violence;
 - (vi) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (vii) is otherwise illegal or causes damage or injury to any person or property.

“Insolvency Event” means, where (i) a Party becomes insolvent or unable to pay its debts as and when they become due, or (ii) an order is made or a resolution is passed for the winding up of a Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (iii) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of a Party’s assets or business, or (iv) a Party make(s) any composition with its creditors, or (v) a Party cease(s) to continue its business, or (vi) as a result of debt or maladministration a Party takes or suffers any similar or analogous action in any jurisdiction.

“Intellectual Property Rights” means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case, whether registered or not;

- (a) including any applications to protect or register such rights;
- (b) including all renewals and extensions of such rights or applications;
- (c) whether vested, contingent or future; and
- (d) wherever existing;

“IP Claim” means any claim brought by a third party against the Supplier alleging that the Supplier’s use of the SEQual Portal infringes any copyright, database right or registered trade mark, registered design, registered design rights or registered patents;

“LOGIC” means Leading Offshore Energy Industry Competitiveness, a company incorporated in Scotland (Company no SC199292) whose registered office is 4th Floor, Annan House, 33-35 Palmerston Road, Aberdeen, AB11 5QP;

“Normal Business Hours” means 0800 to 1700 hours on any Business Day;

“Open Source Software” means any software subject to a version of the General Public Licence, together with any other ‘open source’ software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of this Agreement and any ‘free software’ as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of this Agreement;

“Privacy Policy” means LOGIC’s privacy policy available at www.logic-energy.org and as amended from time to time;

“Product Codes” means the product and service codes to be selected by the Supplier which reflect the types of procurement activities that the Supplier is able to offer to Buyers;

“Registration Process” means the online registration process for access to the SEQual Portal to which these Conditions are referenced;

“Relief Event” means

- (a) any breach of this Agreement by the Supplier;
- (b) any use of the SEQual Portal contrary to LOGIC's instructions, or modification of the SEQual Portal by unauthorised contractors or agents;
- (c) any event of Force Majeure; or
- (d) any permitted downtime pursuant to Clause 3.2;

“Renewal Period” has the meaning given to it in Clause 2;

“SEQual Portal” means the online SQS supplier verification portal operated by LOGIC;

“Supplier” means the person that enters into this Agreement in order to access and use the SEQual Portal and whose details are specified in the Registration Process;

“Supplier Data” means all data, including Supplier Personal Data, (in any form) that is provided to LOGIC or uploaded or hosted on any part of the SEQual Portal by the Supplier or by any Authorised User including any ideas, idea ratings and other commentary on such ideas;

“Supplier Personal Data” means any information provided by or on behalf of Supplier to LOGIC relating to a data subject (as defined in applicable data protection laws);

“Supplier Systems” means all software and systems used by or on behalf of the Supplier, the Supplier’s Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the SEQual Portal or that the SEQual Portal otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);

“Supplier Prequalification Purposes” means to

- (a) search registered suppliers using the data within the system;
- (b) prequalify and list suppliers for procurement activities based on the data held within the system;
- (c) review Suppliers’ financial health based on data provided by Suppliers, publicly available financial data and other financial data obtained from selected third party providers;
- (d) review Suppliers’ legislative compliance, including but not limited to, anti-bribery and corruption, anti-money laundering, modern slavery and denied party screening;
- (e) review LOGIC’s independent verification of the information provided by Suppliers against UK and EU VAT registration checking services and Companies House;
- (f) perform and access results of Audits performed on suppliers as part of the service;
- (g) provide objective performance feedback according to their interaction with an individual supplier; and to

- (h) contact suppliers through the SEQual Portal with relevant notices or requests for information

“**Software**” means the online software applications provided by LOGIC as part of the SEQual Portal;

“**Subscription Fees**” means the fees specified by LOGIC in order for the Supplier to access and use the SEQual Portal. The Subscription Fees will be specified as part of the Registration Process and will be subject to variation in accordance with Clause 7.3 and an annual increase which shall be published by LOGIC in January each year via the SEQual Portal;

“**Term**” has the meaning given to it in Clause 2;

“**Third Party Auditor**” means a third party appointed by LOGIC that conducts an Assessment Report;

“**VAT**” means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom; and

“**Virus**” means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including hacking through worms, trojan horses, logic bombs, viruses and other similar things or devices which are malicious or technologically harmful and denial-of-service attacks or a distributed denial-of service attacks.

2. INTERPRETATION

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

2.2 In this Agreement, unless otherwise stated:

2.2.1 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:

- (a) the body of these Conditions; and then
- (b) the details provided in the Registration Process; and then
- (c) the Acceptable Use Policy; and then
- (d) the Privacy Policy.

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

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

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

2.2.5 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;

- 2.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email); and
- 2.2.7 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.