## NORTHERN LIGHTS EOS 31/5-7 ROCK MECHANICAL DATA

## THIS IS A HUMAN-READABLE SUMMARY OF AND NOT A SUBSTITUTE FOR THE LICENSE

#### You are free to:

- Download and use the Licensed Material for non-commercial and commercial purposes
- Create, produce and reproduce Adapted Material
- Share the Licensed Material and/or the Adapted Material

### **Under the following terms:**

- You may not sell the Licensed Material.
- You must give Northern Lights JV DA credit, and provide a link to these terms and conditions, as well as a copyright notice if applicable.
  - You may not share Adapted Material under a license that prevents recipients from complying with these terms and conditions.
  - You shall not use the Licensed Material in a manner that appears misleading nor present the Licensed Material in a distorted or incorrect manner.

This license is based on CC BY 4.0 license, two important changes are:

- The licensed material may not be sold
- The license covers all data in the dataset whether or not it is by law covered by copyright

## NORTHERN LIGHTS EOS 31/5-7 ROCK MECHANICAL DATA

# TERMS AND CONDITIONS FOR USE OF LICENSE TO DATA

- 1.1 Northern Lights JV DA, an unlimited liability partnership with shared liability between Equinor Refining Norway AS, TotalEnergies E&P Norge AS and A/S Norske Shell, owns the Northern Lights EOS 31/5-7 Rock Mechanical Dataset generated by the Norwegian Geotechnical Institute NGI. Northern Lights JV DA has decided to make this dataset available for you as Licensed Material, for the purpose of encouraging innovative uses of the data and knowledge development of CO2 storage technology.
- 1.2 By exercising the License and/or downloading the Licensed Material, you accept to be bound by these terms and conditions ("the Terms and Conditions") as of that same time ("the Effective Date").

#### 2 DEFINITIONS

For the purposes of these Terms and Conditions, the following terms shall have the meaning stated below.

- 2.1 Adapted Material shall mean material that is derived from or based upon the Licensed Material and/or in which the Licensed Material is modified. Changes in formatting, file types and other changes that do not affect the content of the Licensed Material shall not result in the material being Adapted Material as the result will remain as Licensed Material.
- 2.2 **Data** shall mean qualitative or quantitative data and information, in any form or format, whether or not it is by law protected by copyright, by Sui Generis Database Rights, or neither.
- 2.3 **Intellectual Property Rights (IPR)** shall mean any and all intellectual property rights, such as e.g. patents, utility models, software, source codes, databases, trademarks, designs, domain names, copyrights, trade secrets or know-how.
- 2.4 Licensed Material shall mean the Data described in Exhibit 1.
- 2.5 **Sui Generis Database Rights** shall mean rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded.

#### 3 LICENSE

#### 3.1 The License

Subject to these Terms and Conditions, Northern Lights JV DA grants you a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to download and use the Licensed Material for non-commercial and commercial purposes, including to create, produce and reproduce Adapted Material ("the License").

#### 3.2 General limitations

You shall not use the Licensed Material in a manner that appears misleading nor present the Licensed Material in a distorted or incorrect manner. You may not sell the Licensed Material. To the extent that your use of the Licensed Material is permitted by mandatory law, you do not have to comply with these Terms and Conditions.

#### 3.3 Sharing Licensed Material and/or Adapted Material

You may share the Licensed Material and/or the Adapted Material, either openly or not, as long as Northern Lights JV DA is attributed. A notice that refers to these Terms and Conditions should be included, and if applicable, a copyright notice. If you share Adapted Material that may be shared under an adapter's license, the adapter's license must not prevent recipients of the Adapted Material from complying with these Terms and Conditions. Every recipient of the Licensed Material and/or Adapted Material will automatically receive an offer to exercise the License under these Terms and Conditions.

#### 3.4 Moral rights

To the extent the Licensed Material contains copyright protected material, moral rights are not licensed under these Terms and Conditions. However, to the extent possible by law, Northern Lights JV DA waives and/or agree not to assert any such rights held by Northern Lights JV DA to the limited extent necessary to allow you to exercise the License, but not otherwise.

#### 3.5 Sui Generis Database Rights

If you include all or a substantial portion of the Licensed Material in a database for which you have Sui Generis Database Rights, then that database (but not its individual contents) constitutes Adapted Material.

#### 4 NO ENDORSEMENT

Nothing in these Terms and Conditions constitutes or shall be interpreted as you being, or your use of the License being, connected with, sponsored or endorsed by Northern Lights JV DA. You may not use the names or trademarks of Northern Lights JV DA to support, recommend or market your use of the License or any products or services using or encompassing the License or Licensed Material.

#### 5 LIABILITY AND INDEMNITY

#### 5.1 No warranties or liability

The Licensed Material is provided "as is" and may contain errors or omissions. Northern Lights JV DA undertakes no liability for the risks of industrial realisation and commercial exploitation of the Licensed Material and Northern Lights JV DA shall have no liability regarding the fitness for purpose, quality, non-infringement, accuracy, or merchantability of the Licensed Material. Northern Lights JV DA provides no warranties, expressed or implied, either relating to the content or to the relevance of the Licensed Material. Northern Lights JV DA disclaims any liability for errors or defects associated with the Licensed Material to the maximum extent permitted by law.

#### 5.2 Damages

Northern Lights JV DA is not liable for any of your damages, direct, indirect or consequential losses as a consequence of your use of the Licensed Material or infringement of third-party Intellectual Property Rights or other rights.

#### 5.3 Indemnification

You shall indemnify Northern Lights JV DA for any and all liability for lawsuits and claims by third parties that arise as a consequence of your use of the License or infringement of third party Intellectual Property Rights or other rights, insofar as such losses, lawsuits or claims are not a result of Northern Lights JV DA's defect in title, gross negligence or wilful breach.

#### **6 TERMINATION**

#### 6.1 Termination

If you fail to comply with these Terms and Conditions, then the License terminates automatically. The License may be reinstated if you cure the breach of these Terms and Conditions within 30 days of discovering the breach, or upon express reinstatement by Northern Lights JV DA.

#### 6.2 Changes in distribution

Northern Lights JV DA may decide to offer the Licensed Material under other terms and conditions or stop distributing the Licensed Material at any time.

#### 7 NORWEGIAN LAW AND DISPUTES

These Terms and Conditions shall be governed by and interpreted in accordance with Norwegian law.

The parties shall endeavour to resolve disputes concerning these Terms and Conditions through negotiation. Disputes which are not resolved by mutual agreement within one month after negotiations were requested shall be settled by court proceedings brought before Stavanger District Court as legal venue.

\*\*\*

These Terms and Conditions are deemed accepted by you by exercising the License and/or downloading the Licensed Material.

#### **EXHIBIT 1 – LICENSED MATERIAL**

Licensed Material includes the following:

Data: NORTHERN LIGHTS EOS 31/5-7 ROCK MECHANICAL DATA published via the CO2 DataShare online portal administrated by SINTEF AS (https://co2datashare.org/) as specified in the document "Northern Lights EOS 31/5-7 Rock Mechanical Dataset".

The referenced release document with supporting documentation is included in the dataset.