

## GENERAL TERMS &amp; CONDITIONS FOR SALE/LICENSING OF PRODUCTS, PARTS, AND/OR SERVICES – DIGITAL SOLUTIONS

**NOTICE:** Any sale/licensing of Products, Parts, and/or Services by Seller to Buyer is subject to and expressly made conditional on these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and shall not be binding upon Seller unless expressly accepted in writing by Seller's authorized representative. Any order for Products, Parts, and/or Services shall constitute acceptance of these Terms and Conditions.

**1. DEFINITIONS** – Capitalized terms not otherwise defined herein shall have the meanings set forth below. The following terms are applicable to both the singular and the plural and shall mean:

**"Affiliate"** means for either party an entity (including without limitation any individual, corporation, partnership, limited liability company, association, or trust) that directly or indirectly controls, is controlled by, or is under common control with, such party. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means: (a) ownership, directly or indirectly, of 50% or more of voting shares of the subject entity; or (b) the right to appoint a majority of the board of directors of the subject entity.

**"Applicable Data Protection Laws"** means all data protection laws and regulations that apply to this Contract including but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). For the purposes of this Contract the words "controller", "data subject", "personal data", "personal data breach", "processing", "processor" have the meanings given in the Applicable Data Protection Laws.

**"Applicable Law"** means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement, regulation, interpretation, treaty, judgment, or legislative or administrative action of a competent governmental authority, which applies to the sale or provision of Products, Parts, and/or Services.

**"Buyer"** means the entity, its successors and permitted assigns purchasing any Products, Parts, and/or Services and/or licensing software from Seller.

**"Buyer Taxes"** means all existing and future taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem, consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, storage, tariffs, transfer, turnover, value-added taxes ("VAT"), or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed or assessed by any governmental authority in connection with the execution of the Contract or performance of or payment for work hereunder, but excluding Seller Taxes.

**"Claims"** means any and all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, and expenses (including, without limitation, attorneys' fees and litigation costs) of any kind or character.

**"Consequential Loss"** means, whether direct or indirect, whether or not foreseeable at the time of entering into the Contract or at the time of commencing performance, and any loss, delay or interruption of business, profits, revenue, production or opportunity; loss of product, use, or equipment; standby time; rig, vessel, or other facility or equipment downtime; cost of capital; cost of substitute goods, equipment, software, facilities, services, or replacement power; overhead; loss of data; loss of goodwill; any special, punitive, exemplary, incidental, and/or consequential damages or losses; and/or claims of a party's customers for any of the above losses, costs, or damages.

**"Contract"** means either the contract agreement signed by both parties or the purchase order signed by Buyer and expressly accepted by Seller in writing, together with these Terms and Conditions, addendums to these Terms and Conditions and any other documents incorporated by reference, Seller's Proposal, and any agreed scope of work for the sale of Products, Parts, and/or Services, and/or licensing of software.

**"Contract Price"** means the aggregate amount to be paid by Buyer to Seller for the purchase of Products, Parts, and/or Services, and/or licensing of software, including but not limited to any amounts to be paid by Buyer to Seller for the license of software, as stated in the Contract, and any agreed adjustments to the same.

**"Delivery"** means when the Products/Parts have been delivered according to Article 2.1 of these Terms and Conditions or as provided in the Software Addendum. "Deliver" and "Delivered" shall be construed accordingly.

**"Derivative Works"** means: (a) any work based upon one or more pre-existing works, including, but not limited to, a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright to such pre-existing works, would constitute a copyright infringement, and/or (b) any compilation that incorporates such pre-existing works. For software, Documentation, and third-party software, Derivative Works also includes any and all corrections, bug fixes, and updates to the (i) software, (ii) Documentation, (iii) third-party software, and (iv) Derivative Works.

**"Documentation"** means all product manuals, technical specifications, and user instructions regarding the capabilities, operation, installation, and use of the Products, Part, Services, software and/or third-party software, whether in printed, on-line, or electronic form (except training materials), as may be made available or updated by Seller from time to time.

**"EU Model Clauses"** means the Standard Contractual Clauses (SCC) for data transfers from data controllers in the EU to data controllers established outside the EU or European Economic Area (EEA) (decisions 2001/497/EC, 2004/915/EC) and for data transfers from controllers in the EU to processors established outside the EU or EEA (decision 2010/87/EU) as published by the European Commission on the Europa website.

**"Group"** means with respect to either party, such party (either Buyer or Seller, as applicable), as well as its Affiliates, and in connection with the project to which the Products, Parts, and/or Services relate, its joint venture partners, joint interest owners, co-lessees, consortium members, and/or other partners, and, in respect of Buyer only, the Site owner, end user, and/or Site operator; and for all of the above, also its and their contractors and subcontractors of any tier in connection with said project, as well as the shareholders, officers, directors, employees, invitees, agents, and consultants of all of the foregoing. "Buyer Group" and "Seller Group" shall be construed accordingly. Seller Group does not include any member of Buyer Group; Buyer Group does not include any member of Seller Group.

**"Hazardous Materials"** means any chemical, substance, material, waste, or emission defined, classified, or regulated as hazardous or toxic, or as a pollutant, contaminant, or threat or potential threat to human health, safety, or the environment under Applicable Law, including but not limited to naturally occurring radioactive material, hydrocarbons, asbestos, lead, hydrogen sulphide, or polychlorinated hydrocarbons, including biphenyls and biphenols.

**"Indemnify"** means release, defend, indemnify, and hold harmless.

**"Parts"** means the spare or repaired parts required in relation to the Product, identified by Seller in the Contract.

“Products” means all equipment, materials, supplies, software, third-party software, products, and other goods (excluding Parts) sold, leased, or licensed under the Contract, as applicable.

“Proposal” means Seller’s formal written offer to provide Products, Parts, and/or Services, and any mutually agreed written amendments thereto.

“REGARDLESS OF CAUSE OR ACTION” MEANS (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW), REGARDLESS OF: CAUSE, FAULT, DEFAULT, NEGLIGENCE IN ANY FORM OR DEGREE, STRICT OR ABSOLUTE LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY PERSON, INCLUDING OF THE INDEMNIFIED PERSON, UNSEAWORTHINESS OF ANY VESSEL, AND/OR ANY DEFECT IN ANY PREMISES/VESSEL; FOR ALL OF THE ABOVE, WHETHER PRE-EXISTING OR NOT AND WHETHER THE DAMAGES, LIABILITIES, OR CLAIMS OF ANY KIND RESULT FROM CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL, OR STRICT LIABILITY, QUASI CONTRACT, LAW, OR OTHERWISE.

“Seller” means the named Baker Hughes Company entity signing the Contract and its successors and permitted assigns.

“Seller Taxes” means all corporate income taxes imposed on Seller and any taxes imposed on Seller’s employees in connection with the execution of the Contract or the performance of or payment for work hereunder by Applicable Law.

“Services” means all the services, including, without limitation, technical assistance and guidance, training, repairs, hosted services, and remote diagnostics, to be provided by Seller under the Contract.

“Site” means the premises where Parts or Products are used or meant to be used and/or Services are performed or meant to be performed, not including any Seller Group’s premises.

“Software Addendum” means the Software License and Security Addendum attached to these Terms and Conditions, which is incorporated herein by reference and made a part hereof.

## 2. DELIVERY, TRANSFER OF TITLE & RISK, STORAGE

2.1. Unless otherwise provided in the Contract and in accordance with Incoterms 2020: (a) for all shipments where the Seller is arranging transportation (for all modes), Seller shall deliver the Products/Parts CPT - carriage paid to named place of destination (risk of loss transfers at location where goods are loaded on the first means of transport); (b) for shipments where Buyer is arranging transportation: (i) via ocean/sea from port of export; Seller shall deliver Products/Parts to Buyer FOB at specified port of export (Buyer’s Service Provider / Freight Forwarder shall provide the Seller a copy of the shipment Bill of Lading (“BOL”), and (ii) for all other, FCA seller’s facility or named place (Buyer’s Service Provider/Freight Forwarder shall provide the Seller a copy of the shipment BOL). The “Delivery Date” for any item of the Products/Parts is defined as the date on which such item is Delivered in accordance with this Article 2.1 or, for software, in accordance with the Software Addendum. Partial Delivery and Delivery in advance of the Delivery schedule shall be permitted, unless the Contract states otherwise.

2.2. Subject to Article 2.3, title and risk of loss to Products and/or Parts shall pass upon Delivery as provided in Article 2.1, with the exception that title and risk of loss to: (a) Products and/or Parts shipped from the United States of America (“U.S.”) shall pass from Seller to Buyer immediately after each item departs from the U.S. territorial land, seas, and overlying airspace, which the parties acknowledge extend to twelve (12) nautical miles from the baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea; and (b) Products and/or Parts to be shipped to a Delivery destination directly from countries different from Seller’s country of formation (drop shipment), shall pass immediately after each item departs from the territorial land, seas, and overlying airspace of the sending country. For the avoidance of doubt, and notwithstanding anything to the contrary herein: (a) Seller or its relevant Group member shall retain title to any equipment leased to Buyer Group; and (b) Seller or its relevant Group member or

third-party licensor shall retain title to any software, Documentation, and third-party software furnished by Seller Group to Buyer Group. No title to the software, Documentation, or third-party software, including any software embedded in or included with Products, is transferred to Buyer Group. Any software, Documentation, and third-party software provided under the Contract is licensed pursuant to the Software Addendum and is not sold.

2.3. If any of the Products and/or Parts cannot be shipped to Buyer in accordance with the agreed upon Delivery terms due to any cause not attributable to Seller Group, upon written notice to Buyer, Seller may store the Products and/or Parts or ship them to an outside storage facility, in which case: (i) any amounts otherwise payable to Seller upon Delivery or shipment shall become payable upon presentation of a certification specifying the cause and place of storage (any payment security shall allow payments upon presentation of notice to storage instead of transport documents); (ii) all and any expenses incurred by Seller Group, including for the preparation and placement into storage, transportation, insurance, handling, inspection, preservation, removal charges, interest, and any VAT or other taxes imposed directly or indirectly under Applicable Law shall be reimbursed or paid by Buyer immediately upon submission of Seller’s invoice(s); and (iii) when reasonably possible and upon payment of all amounts due hereunder, but no later than the lesser of (a) the statutory period provided to receive VAT or similar tax export or discharge exemption, or (b) sixty (60) days, Seller shall be entitled to resume Delivery of the Products and/or Parts to the agreed point of Delivery as provided in Article 2.1. Title and risk of loss to Products and/or Parts shall pass as provided in Article 2.2. The terms of this Article 2.3 shall apply also in the event any Buyer equipment repaired at Seller Group’s facilities cannot be shipped due to any cause not attributable to Seller Group, or received by Buyer for any reason in accordance with the agreed upon terms, provided that, in the case of Buyer equipment to be repaired at Seller Group’s facilities, Buyer shall retain title to, and risk of loss for, any such equipment at all times.

## 3. EXCUSABLE DELAYS

3.1. Neither party shall be liable to the other for nor considered in breach or default of its obligations under the Contract to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the impacted party’s reasonable control, including but not limited to: (a) natural or man-made disasters, acts of God, acts or omissions of governmental authorities, fire, severe weather conditions, earthquake, strikes or other labor disturbances, flood, serious risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, pandemics, epidemics, quarantines, regional, national or international calamities, civil unrest, riot, severe delay in transportation, severe car shortage, or inability to obtain necessary materials, components or services; (b) in the case of Seller, acts or omissions of Buyer Group, including failure to timely provide Seller Group with any access, information, tools, material, and approvals necessary to permit Seller Group to timely perform the required activities, and including, without limitation, unknown physical conditions at the Site of an unusual nature and differing materially from those ordinarily encountered and generally recognized as occurring in the work of the character provided for in the Contract. The impacted party shall promptly notify the other party in the event of a delay under this Article 3. The Delivery or performance dates shall be extended for a period equal to the time lost by reason of such delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. If Seller is delayed by acts or omissions of Buyer Group, or by the prerequisite work of Buyer’s other contractors, Seller shall also be entitled to an equitable price adjustment. Under no circumstances shall Buyer’s payment obligation be deemed excusable under this Article 3.

3.2. If a delay excused by this Article 3 extends for more than 90 days and the parties have not agreed upon a revised basis for resuming work, including an equitable price adjustment, then either party (except where such delay is caused by Buyer Group,

in which event only Seller), upon 30 days' written notice may terminate the Contract with respect to the unexecuted portion of the work. In the event of a delay under Article 3.1(b), the terms of Article 10.2 shall apply in full. In the event of a delay under Article 3.1(a), Buyer shall pay Seller the pro-rated Contract Price for all work performed before the effective date of termination.

#### 4. LIMITED WARRANTY

4.1. Subject to the limitations set forth in the Contract and in this Article 4, and except with regard to the warranties set forth in the relevant Addendum, Seller warrants to Buyer that: (i) the Products and/or Parts shall be Delivered free from defects in material, workmanship and title; and (ii) the Services shall be performed in a competent and diligent manner in accordance with any mutually agreed specifications. Unless Seller expressly agrees otherwise in writing and except for Products/Parts provided by Seller's Affiliates, any Parts not manufactured by Seller (including incidental materials and consumables used in the Services) shall carry only the warranty provided by the original manufacturers, and Seller gives no warranty for such Parts.

4.2. Unless otherwise stated in the Contract, the warranty period ("Warranty Period") shall be as follows:

(i) for Products and Parts (except software): (a) as set forth in the table below, or (b) if not in the table, the Warranty Period ends the earlier of one (1) year from first use or eighteen (18) months from shipment:

Products & Parts Warranty Period Table (excluding software)	
Product Line	Warranty Period Ends
Bently Nevada	36 months from shipment
Druck	12 months from shipment
Nexus Controls	Per Article 4.2(i)(b)
Panametrics	Per Article 4.2(i)(b)
Reuter-Stokes	Per Article 4.2(i)(b)
Waygate Technologies	12 months from shipment

(ii) for all Services, including without limitation Software Services and Repair Services: Warranty Period ends ninety (90) days from performance or completion of Services, with the following exceptions:

- (a) Training Services (all Product Lines): Warranty Period ends on the date of training completion;
- (b) Nexus Controls Parts Repair Services: Warranty Period ends twenty-four (24) months from completion of repair;
- (c) Panametrics Moisture Probe Calibrations: Warranty Period ends six (6) months from calibration date;
- (d) Bently Nevada and Nexus Controls Services (but excluding Training, Repair, and Software Services): Warranty Period ends twelve (12) months from date of performance of Services.

4.3. If Products, Parts, or Services do not meet the above warranties during the applicable Warranty Period, Seller's sole and exclusive liability shall be to either re-perform the defective Services, or repair or replace the defective component of the Products/Parts, as applicable, at Seller's option, provided that Seller shall not be obligated to re-perform the defective Services, or repair or replace the defective component of the Products or Parts, as applicable, unless Buyer informs Seller in writing within fifteen (15) days of discovery of such defects. Warranty repair, replacement, or re-performance by Seller shall not extend or renew the applicable Warranty Period. If despite Seller's reasonable efforts, a non-conforming Product or Part cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products, Parts, and/or Services. Seller Group shall under no circumstances be liable for defects that arise or are discovered after expiration of the Warranty Period.

4.4. Seller shall not be liable for accessing, retrieving, removing, or decontaminating defective Products or Parts, or for reinstalling repaired or replacement Products or Parts, or for any costs, damages, or losses incurred in connection with any of the above operations. If repair Services are to be performed on Buyer's

equipment at a Seller Group's facility, Buyer shall be responsible for transporting the equipment to and from Seller Group's facility and Buyer shall retain title and risk of loss at all times. Buyer shall be responsible for all customs formalities, costs, duties and taxes connected with any export to Seller or import of goods sent back to Buyer. Failure to meet any such conditions renders the warranty null and void.

4.5. Seller does not warrant the Products, Parts, or any repaired or replacement item against normal wear and tear. The warranties and remedies set forth herein are conditioned upon: (i) proper storage, installation, use, operation, maintenance of the Products/Parts, and conformance with the operation instruction and installation manuals (including revisions thereto) provided by Seller Group; (ii) Buyer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Seller access to those records; and (iii) repair or modification only as performed by Seller or when authorized by Seller in writing. FAILURE TO MEET ANY CONDITIONS IN THIS ARTICLE 4.5 RENDERS THE WARRANTY PROVIDED BY SELLER NULL AND VOID.

4.6. THE REMEDIES SET FORTH IN THIS ARTICLE 4 (EXCEPT WITH REGARD TO SOFTWARE, FOR WHICH REMEDIES ARE SET FORTH IN The Software Addendum) CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF, OR ANY DEFECT, OR NON CONFORMITY IN, THE PRODUCTS, PARTS, OR SERVICES, REGARDLESS OF WHEN THE FAILURE, DEFECT, OR NON CONFORMITY ARISES AND REGARDLESS OF CAUSE OR ACTION. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS ARTICLE 4 AND The Software Addendum ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

5. **INSPECTION AND FACTORY TESTS** – The quality control exercised by Seller in its manufacture of Products and Parts shall be in accordance with Seller's normal quality control policies, procedures, and practices. Unless otherwise expressly agreed in the Contract, Seller shall attempt to accommodate Buyer's requests to witness Seller's factory tests of Products and/or Parts, as applicable, but only if such witnessing can be arranged without delaying the work. Access to Seller Group's premises shall be limited to areas directly concerned with the Products and/or Parts, as applicable, excluding in all cases areas where work of a proprietary or confidential nature is conducted.

6. **CHANGES** – Each party may at any time propose changes in the schedule or scope of Parts, Products, or Services in the form of a draft change order. Neither party is obligated to proceed with the changed schedule or scope until both parties agree to such change in writing. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's then-current time and material rates.

#### 7. PAYMENT

7.1. Buyer shall pay Seller all invoiced amounts against one or more irrevocable, unconditional, letters of credit payable at sight ("Payment Security"), without any set-off, and in the currency agreed in the Contract. If not agreed in the Contract, payment shall be made in the currency set forth in the Proposal on 30-day terms from the date of the relevant invoice. Payment milestones, if any, shall be as agreed in the Contract.

7.2. In addition to other Contract remedies, Buyer shall pay interest to Seller at the rate of 1.5% per month (or fraction thereof), not to exceed the lesser of 18% per annum or the maximum amount permitted by Applicable Law, on all amounts not timely paid in accordance with the Contract.

7.3. Each Payment Security shall be irrevocable and unconditional, and allow for *pro-rata* payments for partial Deliveries, other charges (e.g., storage, export shipments, cancellations, and adjustments), and all other payments due to Seller under the Contract. Each Payment Security shall be: (i)

issued or confirmed by a primary international bank that is reasonably acceptable to Seller; (iii) payable at the counters of such bank; (iv) opened thirty (30) days from the Contract effective date; and (v) remain in effect until the latest of ninety (90) days after the latest scheduled Products and/or Parts shipment, or completion of Services, or receipt by Seller of final payment. Buyer shall make relevant adjustments in the Payment Security (including increasing amounts or validity period and including in accordance with the changes agreed in the Contract) as required to fulfill its payment obligations under the Contract, within fifteen (15) business days of Seller's notification that such adjustment is necessary. Seller will not have an obligation to begin performance until the Payment Security, or the required adjustment thereof, has become operative.

## 8. TAXES AND DUTIES

8.1. Seller shall be responsible for and shall pay when due and payable all Seller Taxes, and Buyer shall be responsible for and shall pay all Buyer Taxes. The Contract Price does not include any Buyer Taxes. Therefore, if any such taxes are applicable, they will be added to the Contract Price. For U.S. sales and use tax, and in other jurisdictions where applicable, Buyer may report/remit sales or similar taxes directly if Buyer timely provides a direct pay or exemption certificate to Seller.

8.2. If Applicable Laws, other than for Seller's country of incorporation, require the Contract to be subject to stamp duty, fee, or registration, Buyer shall be responsible for the required formalities and bear the related costs. Buyer shall furnish to Seller a copy of the registration certificate or a registered copy of the Contract within ten (10) days from the due date required by said Applicable Laws to register or pay for such stamp duty, fee, or registration. According to the Applicable Laws of the country in which Buyer has requested Seller to provide Services, Seller may be required to be registered locally, in which case Seller shall perform the Services and invoice for them with the intervention of its relevant branch and/or permanent establishment.

8.3. If Buyer is required to deduct or withhold any Seller Taxes from the Contract Price, Buyer shall: (a) give at least thirty (30) days prior written notice to Seller that Buyer intends to withhold; (b) make all reasonable efforts to minimize any withholding tax from payments to Seller, in accordance with Applicable Laws, and any applicable tax convention; and (c) provide Seller, within thirty (30) days from payment, the official receipt issued by the competent government authority to which the Seller Taxes have been paid, or a document acceptable to the relevant tax authorities. If Buyer requires tax residence certificates from Seller to apply for any exempted or reduced tax regime, Seller shall submit the appropriate certificates upon Buyer's written request. If Buyer, under the Applicable Laws of any country other than Seller's country of incorporation or in which Seller has a branch, deducts or withholds Seller Taxes or fails to comply with the requirements of this Article 8.3, Buyer shall pay additional amounts to Seller so Seller receives the full amount of the Contract Price, as if no such Seller Taxes were deducted or withheld.

8.4. If Buyer benefits from any tax, fee, or duty exemption which is applicable to Seller or Seller Group, Buyer agrees to provide Seller (without charge and before the following as applicable: (a) entering into the Contract, (b) invoicing, or (c) any other relevant event) documentation acceptable to the competent tax or customs authorities supporting the exemption, together with instructions on the exemption procedure. Buyer shall promptly inform Seller in writing about the revocation, expiration, or other change of the exemption. If Seller is denied the exemption due to a failure of the Buyer, Seller shall be entitled to invoice and Buyer shall pay promptly the applicable taxes, fees, duties, fines, penalties, interest, and court costs.

8.5. When Buyer arranges the export or intra-European Union ("EU") community shipment, Buyer will provide to Seller, free of charge, evidence that such exportation or intra EU community shipment was made within the statutory deadlines of the country of exportation or dispatch as required to qualify for a VAT, sales

tax, or similar tax export exemption. Such evidence must be in a form that is acceptable to the competent tax and customs authorities. Failing the above, Seller shall be entitled to invoice Buyer the applicable VAT, U.S. sales and use tax, or similar taxes. When Buyer arranges the transport and importation of Products and/or Parts, Buyer will provide, within thirty (30) days of Seller's request, documentation for such Buyer's transport and import and similar documents as required by the relevant tax authorities.

8.6. If either party does not comply with the tax legislation of the country where Products and/or Parts are manufactured or Delivered, or Services are rendered, such party ("Faulty Party") hereby agrees to indemnify the other party ("Affected Party") for any Claims, cost, risk and responsibility including, but not limited to, fees, taxes, duties, charges, penalties, legal expenses, and interest which the Affected Party suffers as a result of Faulty Party's noncompliance. Buyer and Seller shall make commercially reasonable efforts to cooperate with each other to minimize the tax liability of any of the parties, to the extent legally permissible (but with no obligation to increase such party's tax liability), including separately stating taxable charges on Seller's invoices and supplying resale and exemption certificates, if applicable, and any other non-confidential information as reasonably requested.

8.7. Buyer warrants, represents and undertakes for itself and on behalf of Buyer Group, that neither Buyer nor any member of Buyer Group shall: (i) engage in any activity, practice or conduct which would constitute either a UK or a foreign tax evasion facilitation offence under Part 3 of the Criminal Finances Act 2017 (the "Act") and any associated guidance notes issued or similar legislation introduced elsewhere; (ii) have and shall maintain in place throughout the term of the Contract, such policies and procedures that are both reasonable to prevent the facilitation of tax evasion by any associated person as defined in the Act, and to require compliance with this Article 8.7; and (iii) promptly report to Seller any request or demand from a third party to facilitate evasion of tax within the meaning of Part 3 of the Act, in connection with the performance of the Contract. Where reasonable evidence is obtained that there has been a breach of this Article 8.7, Seller shall have the right, with no less than thirty (30) days prior written notice, to request the relevant records of the Buyer which relate directly to the Contract to enable the Seller to confirm whether a breach has occurred. If a breach of this Article 8.7 is subsequently confirmed, this shall be considered a material breach and Seller shall have the right to terminate the Contract.

**9. ASSIGNMENT, NOVATION & SUBCONTRACTING** – Buyer may assign or novate the Contract, in full or in part, including through change of ownership, only with the prior written consent of Seller, which consent shall not be unreasonably delayed or withheld, provided that Seller shall be entitled to withhold such consent for demonstrable reasons if the assignee/novatee lacks adequate financial capability, is a competitor or potential competitor of Seller or its Affiliates, causes Seller Group to be in breach of Applicable Law, and/or does not meet Seller's code of ethics. Seller may assign or novate the Contract, in full or in part, only with prior written consent of Buyer, which consent shall not be unreasonably delayed or withheld, provided that Seller may, without Buyer's consent assign or novate the Contract, in full or in part, to one or more Affiliates of Seller. The parties agree to execute such documents as may be necessary to effect the permitted assignments or novations. In the event of a novation or assignment by Buyer, Buyer shall cause the novatee/assignee to provide additional payment security at Seller's reasonable request. Any assignment or novation in violation of the above shall be void and without effect for the other party. Nothing herein shall restrict Seller from subcontracting portions of its work, provided that Seller remains responsible to Buyer for performance of such work.

## 10. TERMINATION AND SUSPENSION

10.1. Either party may terminate the Contract for default if: (a) any proceeding is brought against the other party, voluntarily or involuntarily, under applicable bankruptcy or insolvency laws, or if the other party is unable to pay its debts when due, to the

extent permitted by Applicable Law; or (b) the other party commits a material breach of the Contract, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from the non-breaching party, or if it is not possible to cure such breach within thirty (30) days, fails to commence to cure the breach within thirty (30) days of such notice or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible. In the event of a termination by Buyer under this Article 10.1, Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete such terminated scope; and Buyer shall pay to Seller the portion of the Contract Price allocable to Products/Parts purchased and/or completed, and amounts for Services performed, before the effective date of termination. Said amounts shall be calculated using the applicable Contract rates, or in the absence of such rates, at Seller's then-current standard time and material rates. In the event there are agreed-upon Contract milestones, said amounts shall be calculated according to the milestone schedule for completed milestones, and the Contract rates for work toward milestones not yet achieved.

10.2. The terms set forth in this Article 10.2 shall not apply if the Contract is for provision of software or third-party software. Buyer may terminate the Contract (even in part) upon twenty (20) days prior written notice for reasons other than those set forth in Article 10.1. If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Article 10.1, Buyer shall pay Seller in accordance with the cancellation/termination schedule set forth in the Contract. Where no cancellation/termination schedule exists, Buyer shall pay Seller: (a) for Contracts based on milestone billing, the amount due in accordance with the milestone schedule (for completed milestones) and 15% of the Contract Price applicable to all other uncompleted milestones; or (b) for Contracts not based on milestone billing, the pro-rated Contract Price for all work performed before the effective date of termination, plus 15% of the Contract Price applicable to all other work that has not been performed; the amount due for Service work shall be in accordance with Seller's then-current standard time and material rates. In addition to both (a) and (b), Buyer shall also pay Seller all costs and expenses incurred by Seller as a direct result of the termination, including the costs associated with vendor disputes or Claims. The parties acknowledge and agree that the liquidated damages set forth in this Article 10.2 are a reasonable estimate of the damages that would result from any such early termination, that actual damages would be difficult to ascertain, and that the liquidated damages are an alternative to performance and not a penalty.

10.3. If Buyer fails to pay any outstanding undisputed invoice as set forth in the Contract or fails to issue the Payment Security within the time agreed, Seller may provide notice to Buyer of its intent to suspend performance and Delivery and/or terminate the Contract. If Buyer fails to make payment or issue Payment Security within thirty (30) days of such notice, Seller may suspend performance and Delivery and/or terminate the Contract. Any cost incurred by Seller as a result of such suspension or termination (including storage, stand-by costs, demobilization, and re-mobilization costs) shall be payable by Buyer upon submission of Seller's invoices. Performance of Seller's obligations shall be extended for a period equaling the period of Buyer's failure to meet its payment obligations, plus such additional time as may be reasonably necessary to overcome the effect of such payment delay.

10.4. With a twenty (20) day written prior notice, Buyer may elect to suspend performance of the Contract for a maximum cumulative period of ninety (90) days, after which Seller may terminate the Contract and Article 10.2 shall apply. In the event of suspension under this Article 10.4, Buyer shall also pay all reasonable expenses incurred by Seller in connection with the suspension, including without limitation, expenses for repossession, fee collection, stand-by costs, demobilization/remobilization, and costs of storage. The schedule for Seller's

obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

## 11. COMPLIANCE WITH LAWS, CODES, AND STANDARDS

11.1. The Contract Price is based on Seller Group's design, manufacture, testing, and Delivery of the Products, Parts, and Services pursuant to: (i) its design criteria, manufacturing processes, and procedures and quality assurance program; (ii) those portions of industry specifications, codes, and standards in effect as of the date of entering into the Contract as are specified in the Contract; (iii) Applicable Law; and (iv) any mutually agreed upon written terms and specifications set forth in the Contract.

11.2. Notwithstanding any other provision of the Contract, the parties shall at all times comply with all Applicable Law in the performance of the Contract, except for Seller to the extent that such compliance is penalized under or otherwise violates the laws of the U.S. or EU.

11.3. The Contract Price, Delivery and performance dates and any performance guarantees are based upon the terms of the Contract and Applicable Laws, standards, and regulations in effect on the date of Seller's proposal or quotation and will be equitably adjusted to reflect additional costs or obligations incurred by Seller Group resulting from any change in, or change in interpretation of, the Contract terms as proposed by Seller, Applicable Laws, or Buyer's or Site owner's cyber policies and procedures agreed by Seller in writing after the date of Seller's proposal or quotation. In the event any such change prevents Seller Group from executing its obligations without breaching Applicable Law or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall also have the right to withdraw the Proposal or terminate the Contract without any liability.

11.4. Unless otherwise agreed in the Contract, Seller shall be responsible for timely obtaining the permits, licenses, and authorizations required for Seller Group to meet the requirements of the Contract, except that Buyer shall be responsible for timely obtaining any required permits, licenses, and authorizations that can only be obtained by Buyer Group. Buyer and Seller shall provide each other reasonable assistance in obtaining such required authorizations.

11.5. Buyer agrees to comply with all applicable export laws and regulations, including those of the United States, to ensure Products, Parts, and technology provided by Seller under the Contract are not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations. Buyer shall not directly or indirectly export, reexport, or transfer any items or technology provided by Seller under the Contract to: (a) any country or region comprehensively sanctioned by the U.S. government, including for the purposes of the Contract, North Korea, Iran, Cuba, Syria and the Crimea region or to a resident or national of any such countries; (b) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury, or any other applicable prohibited party list of the U.S. Government; or (c) an end-user engaged in any nuclear, chemical, or biological weapons activities. If Products or Parts to be exported outside the U.S. and/or EU are considered or likely to be considered as "dual use", Buyer shall (or shall cause the end user of the Products/Parts to) provide to Seller, promptly upon its request, an "End User Statement" in accordance with the applicable legal requirements. Seller shall not be liable to Buyer for any delay and shall not be in breach of its obligations in the event of Buyer's failure or delay in providing such statement.

11.6. The parties agree to comply with all Applicable Data Protection Laws. The parties commit to enter into a Data Processing Agreement (DPA) when needed. Further, the parties agree to enter into EU Model Clauses when required by EU law or ensure that equivalent safeguards are in place. If intended actions by one or more parties require further agreements and/or other actions to comply with the Applicable Data Protection Laws,

the parties agree to mutually collaborate and sign them and/or take actions as required.

## 12. ENVIRONMENT, HEALTH, SAFETY AND SECURITY (EHSS)

12.1. Buyer shall take all actions necessary to provide a safe, healthy, and secure work environment, including transportation and accommodation if applicable, for Seller Group personnel. Buyer shall inform Seller of any known risks, hazards, or changed conditions impacting worker health, safety, or the environment, including the presence or potential presence of Hazardous Materials, and provide relevant information, including safety data sheets, Site security plans, risk assessments, and job hazard analyses.

12.2. To evaluate risks associated with the provision of Services and performance under the Contract, Buyer shall provide Seller Group with reasonable access to review the Site and related equipment. If Seller's work at the Site is subject to local, state, or national EHS legal requirements that are not reasonably available, Buyer shall notify and provide copies to Seller.

12.3. If Seller or Seller's representative believes in good faith that Site conditions, Seller transportation, or accommodation provisions, or the actions of others threaten the health, safety, or security of Seller Group personnel or the environment, Seller or its representatives may, in addition to other rights or remedies available, STOP WORK, evacuate some or all of its personnel, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. If Seller exercises its rights under this Article 12.3, it shall give prompt notice to Buyer, and the parties shall work cooperatively to correct the conditions or actions prompting the STOP WORK. The parties agree there shall be no retaliation taken against any person who invokes their right under this provision to STOP WORK. Any delay resulting from Seller Group's exercise of its rights under this Article 12.3 constitute an excusable delay and Article 3 shall apply.

12.4. To the full extent permitted by Applicable Law, Buyer agrees that it is the generator, and shall be solely responsible for the storage, transportation, disposal, and remediation of all Hazardous Materials or waste related to or arising from the performance of Services at Buyer Group Sites, including (without limitation) any removed from Seller's equipment. Prior to the transportation and disposal of waste materials by Buyer, Seller shall properly manage and collect on site all Hazardous Materials resulting from the Services in accordance with Applicable Law and Buyer's written requirements. If Seller Group encounters any Hazardous Materials, it may suspend work pending Buyer elimination of the hazardous condition. If any Seller equipment or Buyer equipment destined for a Seller facility is contaminated with Hazardous Materials, Buyer shall assume sole responsibility for decontaminating such equipment and returning it in the same condition received to allow for safe handling and transportation in compliance with Applicable Law. If any such Hazardous Materials cause an increase in Seller's cost or time, Seller shall be entitled to an equitable adjustment in price and schedule.

## 13. ADDITIONAL EHSS PROVISIONS APPLICABLE TO SERVICES

13.1. Seller Group personnel shall not be required to work in excess of any time restriction under Applicable Law. Seller Group personnel will have at least one day of rest in any seven consecutive days; provided, the parties may agree upon exceptions consistent with Seller's working time policy.

13.2. Buyer shall provide medical care and facilities at the Site consistent with international industry standards. If Seller Group's personnel require urgent medical attention, Buyer shall make its medical facilities available to such persons as necessary. To the extent Buyer cannot supply necessary urgent medical attention at the Site, any Buyer Group's site, or while working offshore, Buyer shall provide for transport of Seller Group's personnel and access of such personnel to the nearest suitable urgent care facility. For offshore or remote work, Buyer shall be responsible for medical evacuation of Seller Group's personnel from the Site to the departure point on the mainland or Buyer's designated medical services provider.

13.3. Buyer shall transport Seller Group's personnel, equipment, and materials, including medi-vac, to and from all offshore locations and to such other job Sites as agreed, in compliance with Applicable Law and international industry standards regarding qualified personnel, safe operation, and maintenance. Buyer agrees to make, and shall procure that Buyer Group makes, such equipment and information relating to its operation and maintenance available to Seller. Buyer shall provide personal protective equipment required during use of Buyer provided transportation to and from the offshore work and such other specialized equipment as agreed between the parties.

13.4. Buyer shall provide, at no cost to Seller, accommodation for Seller Group's personnel, which offers a reasonable degree of comfort, is consistent with international industry standards, and is at least comparable to that furnished to Buyer's management and technical personnel. Buyer shall provide telephone and computer internet connectivity to Seller Group's personnel at said accommodations.

## 14. CONFIDENTIALITY

14.1. "Confidential Information" means pricing for Products, Parts and Services, and/or any information that is designated in writing as "confidential" or "proprietary" at the time of disclosure, or orally designated as "confidential" or "proprietary" and confirmed in writing within ten (10) days after oral disclosure. All information concerning or embedded in the software (including but not limited to source code, object code, and training materials), Documentation, and third-party software is confidential and the property of Seller (or its suppliers) and shall be considered Seller's (or its suppliers') Confidential Information whether or not the information is marked as such.

In granting cyber and/or unescorted physical access to Products and/or Parts, Seller may provide log-on codes, log-on identifications, passwords, and/or other individualized explicit access permissions (collectively "Access Codes"). Access Codes are subject to the confidentiality provisions of the Contract and shall not be disclosed or shared with any other person other than authorized users.

Confidential Information shall not include information that: (i) is or becomes generally available to the public other than from disclosure by the receiving party's Group; (ii) is or becomes available to the receiving party's Group on a non-confidential basis from a source other than the disclosing party and, after due inquiry, that source is not subject to a confidentiality obligation to the disclosing party; or (iii) is independently developed by the receiving party's Group without reference to the disclosing party's Confidential Information, as evidenced by written documents.

14.2. The parties shall: (a) use, reproduce, or disclose the other party's Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products, Parts, and Services; (b) take reasonable measures to protect the confidentiality, and prevent disclosure and unauthorized use of the Confidential Information; and (c) not disclose Confidential Information to the other party's competitors.

14.3. A party may disclose Confidential Information: (a) to any member of its Group who has a need to know such information to perform the Contract or use and maintain any Products, Parts, or Services; provided that such member is bound in writing to confidentiality obligations and use restrictions at least as restrictive as in the Contract; and (b) to comply with a legal obligation, but only after promptly notifying the disclosing party of its disclosure obligation so that the disclosing party may seek an appropriate protective order. Buyer shall not disclose Confidential Information to Seller unless required for Seller to perform under the Contract. Buyer warrants that it has the right to disclose any such information and shall indemnify Seller Group from any Claims resulting from improper or unauthorized disclosure.

14.4. Neither party shall make any public announcement about any aspect of the Contract or related documents or information without prior written approval of the other party.

14.5. The confidentiality and use restrictions of this Article 14 shall survive any termination of the Contract for ten (10) years. Each party shall Indemnify the other for failure to comply with this Article 14.

## 15. INTELLECTUAL PROPERTY

15.1. Seller shall Indemnify Buyer from any rightful Claims of third parties that: (a) the software infringes such third party's U.S. or EU patent; or (b) the Products or Parts manufactured by Seller or its Affiliates (excluding software and third-party software) infringe any utility patent of the U.S., EU, or the country of initial installation (if set forth in the Contract), provided that in any such case of subsection (a) and/or (b) above: (1) Buyer promptly notifies Seller in writing of any such claim; (2) Buyer makes no admission of liability and does not take any position adverse to Seller regarding such claim and gives Seller sole authority, at Seller's expense, to direct and control all defense, settlement, and compromise negotiations; and (3) Buyer provides Seller with full disclosure and assistance that may be reasonably required to defend any claim and conduct any related negotiations.

15.2. Article 15.1 shall not apply, and Seller shall have no obligation or liability with respect to any claim based upon: (a) any Products, Parts, or Services that have been altered, modified, or revised; (b) the combination, operation, or use of any Products, Parts, or Services with other products, services, systems, or data when such combination is part of any allegedly infringing subject matter; (c) failure of Buyer Group to implement any update provided by Seller Group that would have prevented the claim; (d) unauthorized use of Products, Parts, or Services, including without limitation a breach of the provisions of the Contract; (e) Products, Parts, or Services made or performed to Buyer Group's specifications or design; or (f) any Buyer Group data.

15.3. If any Products, Parts, or Services (excluding, for purposes of this Article 15.3, any third-party software) become the subject of a claim or, in Seller's sole judgment, are likely to become the subject of a claim, Seller may at its option: (a) procure for Buyer the right to continue using the Product, Part, or Service, or portion thereof; or (b) modify or replace it in whole or in part to make it non-infringing; provided, that if the alternatives described in subsection (a) and/or (b) are not commercially reasonable, then Seller may take back Products or Parts, discontinue Services, terminate the license to any affected software, and refund to Buyer a pro-rated portion of any unearned pre-paid fees received by Seller attributable to the infringing Product, Part, or Service (using a five-year straight-line depreciation schedule beginning on the effective date of the Contract).

15.4. THE FOREGOING ARTICLES 15.1, 15.2, AND 15.3 STATE SELLER GROUP'S ENTIRE AND EXCLUSIVE LIABILITY, AND BUYER GROUP'S ENTIRE AND EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS INFRINGEMENT.

15.5. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the negotiations of the Contract. Any and all new intellectual property conceived, created, or provided by Seller Group under the Contract, whether alone or with any contribution from Buyer Group, shall be owned exclusively by Seller or other members of Seller Group, as the case may be. Without limiting the foregoing, Buyer agrees that Seller Group or its suppliers own all proprietary rights, including but not limited to any patent, copyright, trade secret, trademark, and other intellectual property rights, in and to the software, Documentation, and third-party software, including any Derivative Works thereof regardless of the source of development, including but not limited to cases where Buyer engages a third party to perform such development. Buyer hereby (a) agrees that all such rights are automatically vested in Seller (or its Affiliates, in Seller's sole discretion) or in the owner of third-party software, as applicable, and may be used by Seller Group (or the owner of the third-party software, as the case may be) without limitation and without any obligation to Buyer on behalf of Seller Group and/or such other relevant owner; and (b)

irrevocably transfers and assigns, and agrees to transfer and assign and/or cause other members of Buyer Group or a third party to transfer and assign, as instructed by Seller all rights, title, and interests throughout the world in and to such new intellectual property and Derivative Works, including but not limited to all rights in and to any inventions and designs embodied in such new intellectual property and Derivative Works or its associated technology. If by operation of law such rights are not automatically transferred and assigned as provided above, Buyer shall, and shall cause other members of Buyer Group and any third party (as applicable) to, timely execute and deliver to Seller such assignments and other documentation, and take such other action as may be requested by Seller to perfect and protect Seller's (or the third-party software owner's) rights in and to any such new intellectual property and Derivative Works and to carry out the assignments effected by this Article 15.5 at no cost to Seller. To the extent that this Article 15.5 does not provide Seller with full intellectual property rights, moral rights, or any other rights, title, and interests in and to any such new intellectual property, Derivative Works, or associated technology, Buyer hereby grants Seller Group a perpetual, irrevocable, fully paid, royalty free worldwide license to reproduce, modify, adapt, enhance, improve, create Derivative Works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, import, and practice any method or process relating to any such new intellectual property, Derivative Works, and associated technology, by all means now known or later developed, with the right to sublicense (through multiple tiers) each and every such right. Buyer shall procure that, to the extent permissible by Applicable Law, Buyer Group waives any moral rights it acquires in any such new intellectual property and Derivative Works and agrees and forever waives any right to assert any claim contrary to this Article 15.5. Seller shall grant Buyer use rights in accordance with the terms and conditions of the Software Addendum to utilize Seller's intellectual property embedded in the Products or Parts furnished by Seller Group, solely for standard internal use, operation, and maintenance of the Products and/or Parts, as applicable, by Buyer. Such license shall not give Buyer the right to manufacture and/or have manufactured such Products and/or Parts. Notwithstanding this Article 15.5, Buyer's rights to software, including embedded software, licensed to Buyer are subject to and limited by the terms of the Software Addendum.

15.6. Buyer agrees that Seller may create, receive, maintain, transmit, process and otherwise have access to machine, technical, system, usage, and related information and data, including, but not limited to, information and data about Buyer's products, services, systems, and software, that is gathered periodically to facilitate the provision of Products, Parts, Services, support, consulting, training, and other services to Buyer (if any), and to verify compliance with the terms of the Contract. Seller and its Affiliates may use such information and data to provide, develop, or improve their Products, Parts or Services.

## 16. INDEMNITY AND LIMITATION OF LIABILITY

16.1. The provisions of this Article 16 shall apply to the maximum extent permitted by Applicable Law and, unless otherwise expressly stated, prevail over any conflicting terms of the Contract.

16.2. (a) Seller agrees to Indemnify Buyer Group from and against any and all Claims for bodily injury, illness, or death suffered by any Seller Group's personnel, and/or for damage to or loss of any property of any Seller Group member (whether owned, hired, or leased, but excluding property leased to Buyer Group) arising out of or in connection with the Contract, REGARDLESS OF CAUSE OR ACTION.

(b) Buyer agrees to Indemnify Seller Group from and against any and all Claims for bodily injury, illness, or death suffered by any Buyer Group's personnel, and/or for damage to or loss of any property of any Buyer Group member (whether owned, hired, or leased, and including the Products and Parts (after Delivery), the Site, and any facilities or property thereon), arising out of or in

connection with the Contract, REGARDLESS OF CAUSE OR ACTION.

16.3. (a) Seller agrees to Indemnify Buyer Group from and against any rightful Claims of third parties on account of bodily injury, illness or death, or damage to or loss of property, to the extent resulting directly from the negligence of Seller Group in connection with performance of the Contract, which indemnity is subject to and limited by the terms of the Contract, including but not limited to Articles 15, 16, and 17 of these Terms and Conditions, and Article 9 of the Software Addendum.

(b) Buyer agrees to Indemnify Seller Group from and against any rightful Claims of third parties on account of bodily injury, illness or death, or damage to or loss of property, to the extent resulting directly from the negligence of Buyer Group in connection with performance of the Contract.

(c) In the event the injury or damage to third parties is caused by the joint or concurrent negligence of the parties or their respective Groups, each party shall bear the liability of such injury or damage proportionally to its Group's negligence. For the avoidance of doubt, no members of either party's Group shall be considered third parties and, for purposes of Seller's indemnity obligation in Article 16.3(a), no part of the Site or any property or facilities thereon shall be considered third-party property, and the Site owner and its partners, Affiliates, and contractors/subcontractors shall not be considered third parties. The reciprocal indemnities in this Article 16.3 shall apply only if the indemnified party: (1) promptly notifies the other party in writing of the third party Claim; (2) makes no admission of liability, does not take any position adverse to the other party and gives the other party sole authority to direct and control all defense, settlement, and compromise negotiations; and (3) provides the other party with full disclosure and assistance reasonably required to defend such Claim.

16.4. Except only as provided in Article 16.2(a) but notwithstanding anything to the contrary herein, in the event the Site is offshore, Buyer assumes sole responsibility for and shall Indemnify the Seller Group (to the maximum extent permitted under Applicable Law) from and against any and all Claims asserted by or in favor of any person or party resulting from pollution, contamination, or blow-out of any kind, including costs of pollution control, removal, spills, leakage, and clean-up. The above indemnity applies REGARDLESS OF CAUSE OR ACTION and even if the Claim is on account of any defect in the Products, Parts, or Services; but it shall not apply to surface pollution or spillage of fuels, lubricants, sewage, or garbage to the extent such surface pollution or spillage originates from Seller Group's property while such property is in Seller Group's sole care, custody, and control.

16.5. EXCEPT ONLY FOR SELLER'S OBLIGATIONS IN ARTICLE 11.2 (TO THE EXTENT OF FINES AND PENALTIES IMPOSED BY A GOVERNMENT AUTHORITY AS A RESULT OF SELLER'S VIOLATION OF APPLICABLE LAW) AND EXCEPT AS OTHERWISE SET FORTH IN THE SOFTWARE ADDENDUM, AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER GROUP'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND, REGARDLESS OF CAUSE OR ACTION (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION WARRANTY AND TERMINATION, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED (a) THE CONTRACT PRICE, OR (b) IF BUYER PLACES MULTIPLE ORDERS UNDER THE CONTRACT, THE PRICE OF EACH PARTICULAR ORDER FOR ALL CLAIMS ARISING FROM OR RELATED TO THAT ORDER, AND TEN THOUSAND U.S. DOLLARS (USD \$10,000) FOR ALL CLAIMS NOT PART OF ANY PARTICULAR ORDER. SELLER GROUP SHALL HAVE NO LIABILITY FOR ADVICE OR ASSISTANCE GRATUITOUSLY PROVIDED BY SELLER GROUP BUT NOT REQUIRED PURSUANT TO THE CONTRACT. ALL OF SELLER GROUP'S LIABILITIES SHALL TERMINATE AT THE END OF THE RELEVANT WARRANTY PERIOD, EXCEPT FOR CLAIMS TIMELY COMMENCED BY BUYER IN ACCORDANCE WITH THE CONTRACT.

16.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT ONLY TO THE EXTENT OF AGREED LIQUIDATED DAMAGES, ANY PREDETERMINED TERMINATION FEES DUE TO SELLER UNDER THE CONTRACT, OR IN THE EVENT OF BUYER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR LICENSE RIGHTS AND RESTRICTIONS UNDER THIS CONTRACT, SELLER SHALL INDEMNIFY BUYER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF SELLER GROUP; AND BUYER SHALL INDEMNIFY SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF BUYER GROUP REGARDLESS OF CAUSE OR ACTION.

16.7. NOTWITHSTANDING ARTICLE 16.3(a), IN THE EVENT BUYER GROUP PROVIDES PRODUCTS, PARTS OR SERVICES USING SELLER'S PRODUCTS AND/OR PARTS TO A THIRD PARTY OR USES SELLER'S PRODUCTS AND/OR PARTS AT A FACILITY OR SITE NOT OWNED BY BUYER, OR THE SELLER'S SERVICES ARE PERFORMED AT A FACILITY OR SITE NOT OWNED BY BUYER, BUYER SHALL INDEMNIFY SELLER GROUP FOR AND AGAINST ANY CLAIMS MADE IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT, REGARDLESS OF CAUSE OR ACTION. IN THE EVENT BUYER ASSIGNS OR NOVATES THE CONTRACT, IN WHOLE OR IN PART, BUYER SHALL PROCURE THAT SUCH ASSIGNEE OR NOVATEE SHALL BE BOUND BY THE SAME TERMS OF THIS CONTRACT, AND BUYER HEREBY WAIVES ANY RIGHT TO CLAIM, WHETHER IN TORT (INCLUDING NEGLIGENCE), AT LAW, OR OTHERWISE, DAMAGES OR LIABILITIES OF ANY KIND IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT.

16.8. Buyer and Seller each covenant and agree to support their mutual indemnity obligations under Article 16 by procuring and maintaining, at the indemnifying party's sole expense, insurance policies meeting the following requirements: (i) Workers Compensation/Employer's Liability as per Applicable Law; (ii) Comprehensive General Liability: Combined Single Limits for Bodily Injury and Property Damage \$2,500,000.00 (two and a half million) per occurrence and \$10,000,000.00 (ten million) in the aggregate (or its equivalent in another relevant currency), which may be satisfied through a combination of underlying and excess coverages. The parties agree that, to the extent of the indemnifying party's liability and indemnity obligations under this Contract, the indemnifying party's General Liability policies shall include the indemnified party Group as additional insured, be primary, and receive no contribution from any insurance policies maintained by or on behalf of the indemnified party. Each party, on request, shall provide to the other party insurance certificates evidencing the aforementioned limits and terms of insurance. Buyer and Seller shall each arrange for any of their respective insurance policies hereunder to contain provisions whereby, to the extent of each party's liability and indemnity obligations under this Contract, their insurers waive their rights of subrogation against the other party's Group, as well as the other party's respective insurers.

17. **NO NUCLEAR USE** – The Products, Parts, and/or Services are not intended or authorized for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use, or permit others to use, Products, Parts, and/or Services in connection with or for any such purposes without the advance written consent of Seller. If, in breach of the foregoing, any such use occurs, Seller hereby disclaims any and all liability for any nuclear or other damage, injury, or contamination REGARDLESS OF CAUSE OR ACTION. In addition to any other rights of Seller and to the maximum extent permitted under Applicable Law, Buyer assumes sole responsibility for, and shall Indemnify Seller Group from and against, any and all Claims asserted by or in favor of any person or party resulting from any nuclear or other damage, injury, or contamination REGARDLESS OF CAUSE OR ACTION. Consent of Seller to any use in connection with any nuclear facility or activity, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

18. **ADDENDA** – If any Products or Parts include executable binary code or Seller provides any Products that are hosted



services, software, software as a service or software that is installed on Buyer Group's equipment, the terms of the annexed Software Addendum shall apply. If Seller is providing hosted services or software as a service, the annexed Hosted Services Addendum shall also apply. If Seller provides rental equipment, the terms of the annexed Rental Equipment Addendum shall apply. If there is any conflict between these Terms and Conditions and the terms of any applicable addendum, the terms of the addendum shall prevail unless otherwise agreed in writing.

**19. GOVERNING LAW** – The Contract shall be governed by and construed in accordance with the laws of (a) the State of New York, if Seller is incorporated in the U.S.; or (b) England and Wales, if Seller is incorporated outside the U.S., excluding in any case conflict of law rules. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act as enacted by any state, will not apply to the Contract.

**20. DISPUTE RESOLUTION** – Any dispute arising out of or in connection with the Contract shall be referred to settlement proceedings under the International Chamber of Commerce (ICC) Mediation Rules, without prejudice to either party's right to seek emergency, injunctive, or conservatory measures of protection at any time. If any such dispute has not been settled within sixty (60) days following the filing of a Request for Mediation (or such other period of time as may be reasonable under the circumstances or agreed in writing), the dispute shall be finally settled in accordance with the ICC Rules of Arbitration by one or more arbitrators appointed under said Rules. The seat, or legal place, of arbitration shall be (a) New York, N.Y., if Buyer is incorporated in the U.S.; or (b) Geneva, Switzerland, if Buyer is incorporated outside the U.S. Mediation and Arbitration proceedings shall be conducted in English.

## **21. GENERAL CLAUSES**

21.1. Except as otherwise expressly provided with regard to the members of each party's Group, none of the terms herein are intended to be enforced by third parties under the United Kingdom Contracts (Rights of Third Parties) Act (1999), where applicable, or any other law. Buyer and Seller shall be entitled to modify, vary, amend, and/or extinguish such rights without the consent of any third parties or member of either party's Group.

21.2. The Contract represents the entire agreement between the parties and no modification, amendment, rescission, waiver, or other change shall be binding on either party unless agreed to in writing by their authorized representatives. Each party agrees that it has not relied on or been induced by any representations of the other party not contained in the Contract.

21.3. The invalidity in whole or in part of any part of the Contract shall not affect the validity of the remainder of the Contract. In the event any provision of the Contract is held invalid or unenforceable, only the invalid or unenforceable part of the provision shall be severed, leaving intact and in full force and effect the remainder of the sentence, clause, and provision to the extent not held invalid or unenforceable.

## **22. U.S. GOVERNMENT CONTRACTS**

22.1. This Article 22 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government. Buyer agrees that all Products, Parts, and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to the Contract, the country of origin of Products/Parts is unknown unless otherwise specifically stated by Seller in the Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 22 shall be the one in effect on the effective date of the Contract.

22.2. If Buyer is an agency of the U.S. government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

22.3. If Buyer is procuring the Products, Parts, or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price. If the reasonableness of the price cannot be established through adequate price competition, or if cost or pricing data should be required for any other reason, or if a Product, Part, or Service cannot be considered a "commercial item", Seller may terminate the Contract without penalty and shall be reimbursed for work performed before the effective date of termination.

22.4. Seller reserves the right to reject any order from a Buyer listed on any denied party list.

**NOTICE: This Software License and Security Addendum (“Addendum”) is incorporated by reference into and made a part of the Contract between the Buyer and Seller. Any additional or different terms proposed by Buyer are expressly objected to and shall not be binding upon Seller unless expressly accepted in writing by Seller’s authorized representative.**

**1. DEFINITIONS.** Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them below or in the Terms and Conditions, as the case may be. The following terms are applicable to both the singular and the plural and shall mean:

“Contract” means either the contract agreement signed by both parties or the purchase order signed by Buyer and expressly accepted by Seller in writing, together with the applicable Terms and Conditions, addendums to the Terms and Conditions and any other documents incorporated by reference, Seller’s Proposal, and any agreed scope of work for the sale of Products, Parts, and/or Services, and/or licensing of Software.

“Designated Hardware” means the computer equipment specified in the Contract or such additional equipment as the parties may from time to time designate in writing.

“Derivative Works” means: (a) any work based upon one or more pre-existing works, including, but not limited to, a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright to such pre-existing works, would constitute a copyright infringement, and/or (b) any compilation that incorporates such pre-existing works. For Software, Documentation, and Third-Party Software, Derivative Works also includes any and all corrections, bug fixes, and updates to the (i) Software, (ii) Documentation, (iii) Third-Party Software, and (iv) Derivative Works, but does not include Licensee Developments.

“Documentation” means all product manuals, technical specifications, and user instructions regarding the capabilities, operation, installation, and use of the Products, Part, Services, software and/or third-party software, whether in printed, on-line, or electronic form (except training materials), as may be made available or updated by Seller from time to time.

“Error” means a material failure of the Software to perform substantially in accordance with its Documentation, which failure is demonstrable in the environment for which the Software was designed.

“License Term” means the duration of the License (as defined in Article 2.1 of this Addendum) for a particular item of Software, as specified in the applicable purchase order accepted by Licensor in writing, unless otherwise terminated earlier pursuant to this Addendum or the Contract.

“Licensee” means the Buyer defined in the Terms and Conditions. The terms “Licensee” and “Buyer” are used interchangeably hereunder.

“Licensee Developments” means any software code created by Licensee (i) to improve the usability of the Software, Third Party Software or Derivative Works, as may be permitted in the Documentation, or (ii) as a software patch. Licensee Developments are not Derivative Works as defined in the Terms and Conditions.

“Licensor” means the Seller defined in the Terms and Conditions. The terms “Licensor” and “Seller” are used interchangeably hereunder.

“Monitoring Software” means Software designed for the remote, real-time performance, health, failure, tracking, and/or up-time monitoring and management of field equipment and related systems.

“Open Source Software” means any software that is distributed as “free software”, “open source software”, or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL), GNU Affero GPL License, GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public

License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), and the Apache License.

“Software” means Licensor’s proprietary computer software and software security devices licensed by Licensor under the Contract but excludes any Third-Party Software.

“Terms and Conditions” means the Baker Hughes Company General Terms & Conditions for Sale/Licensing of Products, Parts and/or Services, or other terms and conditions mutually agreed to by Licensee and Licensor, to which this Addendum is attached, referenced or incorporated into.

“Third-Party Software” means any computer software owned or licensed by a third party that Licensor may provide to Licensee under the Contract, which may include but is not limited to Open Source Software.

“Workstation” means any configuration of computer equipment at which a single operator works.

## 2. SOFTWARE LICENSE GRANT

2.1. Subject to the terms of the Contract, Licensor hereby grants to Licensee a non-transferrable, non-sublicensable, nonexclusive limited license during the License Term for Licensee to use the Software set forth in the applicable purchase order accepted by Licensor in writing and its associated Documentation, including upgraded, modified, or enhanced versions as may be furnished to Licensee by Licensor, and to use any Third-Party Software included therewith or therein, solely for Licensee’s internal business purposes (“License”).

2.2. Licensee agrees it shall not, and shall not permit or enable any other party to (a) modify or create Derivative Works of the Software, Software Documentation, or Third-Party Software; (b) lease, rent, transfer, distribute, sublicense, timeshare, or allow third parties to access Software, Software Documentation, or Third-Party Software, nor assign any rights hereunder to a third party without Licensor’s prior written agreement; (c) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software or Third-Party Software, unless such a right is explicitly granted by any explicit license referred to in Article 2.3 below or as a matter of law, and then only to the extent explicitly permitted; (d) pledge Software or Third-Party Software as collateral or otherwise, or encumber such Software or Third-Party Software with any lien or security interest; (e) access or use the Software or Third-Party Software in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (f) remove, alter, or obscure any product identification, copyright, trademark, or other notice from Software, Documentation, or Third-Party Software. If Licensee believes that it is entitled to reverse engineer Software as a matter of local law, Licensee agrees that it shall first request technical information from Licensor. Licensee shall use any technical information delivered by Licensor only for purposes of ensuring “interoperability” and compatibility and shall treat such technical information as Confidential Information of Licensor. Any reverse engineering or unauthorized modification of Software shall void any warranties or indemnification obligations of Licensor and shall automatically release Licensor from any obligation to provide support services under this or any separate agreement.

2.3. Certain software Licensor provides to Licensee may contain Open Source Software or other Third-Party Software. Open Source Software and Third-Party Software may be supplied to Licensee under a separate license agreement, which shall govern Licensee’s use thereof. Licensee shall not modify or combine Software and/or any Open Source Software or Third-Party Software in any manner that could cause, or could be interpreted or asserted to cause, Software or any modifications thereto to become subject to the terms of any license applicable to Open Source Software or Third-Party Software. All Third-Party Software

provided hereunder is bundled with Software and licensed for use only with such Software. If and to the extent there is a conflict between the Contract and the license terms for any Open Source Software, the Open Source Software license terms control as to the software covered by those terms.

2.4. The specific types and physical location of monitored equipment, and numbers of licenses granted to Licensee, are designated in the applicable proposal or purchase order document as follows:

- Seat License. A license corresponding to an individual Workstation.
- Site License. A license corresponding to a designated Site regardless of the number of Workstations therein.
- Enterprise License. A license corresponding to an entire Buyer Group organization regardless of the number of Sites or Workstations.
- Processor License. A license corresponding to a number of processors in the Designated Hardware regardless of the number of end users.

2.5. Licensee may make one copy of Software, Documentation, and Third-Party Software for backup purposes only. Licensee must reproduce and include all proprietary rights and copyright notices on any such backup copies. Except as authorized under this Addendum, no copies of Software, Documentation, or Third-Party Software may be made by Licensee or any third party; provided, however, Licensee may print on-line Documentation for its own internal use, provided the maximum number of copies may not exceed the number of users licensed hereunder.

2.6. During the License Term and for three (3) years thereafter, Licensor may upon reasonable notice require that an independent audit of the use of Software and Third-Party Software be conducted during Licensee's normal business hours. Upon such notice, Licensee shall provide Licensor's independent auditor Site access and the right to inspect relevant portions of Buyer Group's computer systems on which Software and Third-Party Software resides. Licensee agrees to pay promptly: (a) all underpaid license fees and (b) if the underpayment is more than 5% of the license fees, all audit costs and expenses.

2.7. IF LICENSEE TRANSFERS POSSESSION OF ANY COPY OF THE SOFTWARE, DOCUMENTATION, OR THIRD-PARTY SOFTWARE TO ANOTHER PARTY WITHOUT WRITTEN CONSENT OF LICENSOR, THIS LICENSE IS AUTOMATICALLY TERMINATED. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations under this Addendum is void.

2.8. This Contract does not obligate Licensor to provide maintenance and support for any Software or Third-Party Software licensed hereunder. Support services are available, as applicable, under separate agreement or as set forth in an applicable purchase order accepted by Licensor in writing. If Software is an upgrade of a previous version, Licensee may use the upgraded Software only in accordance with the Contract.

### 3. DELIVERY AND TRANSFER OF TITLE

3.1. With regard to Software, Software Documentation, and Third-Party Software, unless otherwise specified in the applicable purchase order: (a) such items will be made available online and/or for electronic download by Licensee; and (b) Licensor shall be deemed to have delivered such items when Licensor first makes them available for Licensee to access or download. Delivery shall not be determined by the date when Licensor makes available any upgraded, modified, or enhanced versions of the Software, Documentation, or Third-Party Software as may be furnished to Licensee. If the Contract specifies that any Software, Documentation, or Third-Party Software is to be delivered to Licensee on physical media, then delivery of physical media will be made CPT Licensee's facility (Incoterms 2020). Delivery of Software that is embedded in or included with Products shall be according to the Delivery terms for the applicable Product.

3.2. Software, Documentation, and Third-Party Software shall be considered accepted by Licensee upon Delivery.

3.3. Licensor or its relevant Group member or third-party licensor shall retain title to any Software, Documentation, and Third-Party Software furnished by Seller Group to Buyer Group. No title to the Software, Documentation, or Third-Party Software, including any Software embedded in or included with Products, is transferred to Buyer Group.

### 4. OWNERSHIP

4.1. All Software, Documentation, and Third-Party Software are licensed and not sold. Licensee agrees that Licensor or its suppliers own all proprietary rights, including, but not limited to any patent, copyright, trade secret, trademark, and other proprietary rights, in and to Software, Documentation, and Third-Party Software, including any Derivative Works thereof regardless of the source of development, including but not limited to cases where Licensee engages a third party to perform such development and any corrections, bug fixes, and updates to such Software, Documentation, Third-Party Software, or Derivative Works.

4.2. To the extent that any Derivative Works of the Software or Third-Party Software are developed, Licensee hereby (a) agrees that the intellectual property rights to such Derivative Works are automatically vested in Licensor (or its Affiliates, in Licensor's sole discretion) or in the owner of Third-Party Software, as applicable, and may be used by Licensor (or the owner of any Third-Party Software Derivative Works) without limitation and without any obligation to Licensee on behalf of Licensor and/or such other relevant owner; (b) irrevocably transfers and assigns, and agrees to transfer and assign, to Licensor all intellectual property rights, moral rights, title, and interest throughout the world in and to any such Derivative Works, including, but not limited to, all rights in and to any inventions and designs embodied in such Derivative Works or its associated technology; (c) agrees and forever waives any right to assert any claim contrary to (a) and (b) in this Article 4.2; and (d) agrees to take all steps necessary to fulfil the requirements as set forth in this Article 4.2 for any such Derivative Works whether developed by Licensee or by any third party under Licensee's direction. If by operation of law such rights are not automatically transferred and assigned as provided above, Licensee shall timely execute and deliver such instruments and take such other action as may be requested by Licensor to perfect and protect Licensor's (or Third-Party Software owner's) rights in any Derivative Works and to carry out the assignments effected by this Article 4 at no cost to Licensor

4.3. Notwithstanding the foregoing, Licensor grants Licensee a "right to use" license to any Derivative Works created by Licensee or a third party under Licensee's direction, but solely for Licensee's internal business purposes only under the same terms and conditions that apply to Software, Documentation, or Third-Party Software under Article 2 herein.

4.4. Licensee may voluntarily, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Licensor with respect to the Software (collectively, "Feedback"). Licensor will be free to use, disclose, reproduce, license or otherwise distribute and exploit all Feedback as it sees fit, without obligation or restriction based on intellectual property rights, confidentiality or otherwise. Licensee will not give any Feedback that is subject to license terms or restrictions that purport to require any Software, Documentation, service or product incorporating or derived from such Feedback, or any Licensor intellectual property, to be licensed or otherwise shared with Licensee or any third party. For the avoidance of doubt, this paragraph does not grant to Licensor any intellectual property rights in Licensee's preexisting technology.

4.5. For the purposes of this Article 4, the term "Licensor" shall mean Licensor, its Affiliates, and their successors or assigns.

### 5. LIMITED SOFTWARE WARRANTIES; DISCLAIMERS

5.1. Licensor warrants, for Licensee's benefit alone, that for a period of 90 days from the Delivery Date of the original Software ("Software Warranty Period"), the Software will perform substantially in accordance with its Documentation. If, during the

Software Warranty Period, an Error occurs, Licensor will use commercially reasonable efforts to correct such Error, provided Licensee furnishes Licensor with the following: (a) written notice of the Error during the Software Warranty Period, including a description of the failure to perform in accordance with the Documentation and a specific description of the operating conditions (including the specific software/hardware configuration) under which the Error occurred, and (b) to the extent feasible, a representative sample of inputs for repeating and analyzing the Error. If Licensor is unable, after commercially reasonable efforts, to correct the Error during the Software Warranty Period, Licensee's sole remedy shall be termination of the License and a refund of a pro-rated portion of the license fees allocable to the specific nonconforming Software that have been paid by Licensee to Licensor under the Contract; provided, however, that such termination right must be exercised by Licensee, if at all, within 30 days after expiration of the Software Warranty Period or shall thereafter be deemed to have been waived by Licensee. Notwithstanding anything to the contrary herein, under no circumstance will any warranty granted herein cover and Licensor shall not be responsible under the Contract for: (a) any Error that results from Licensee's breach of the Contract; (b) any Error that results from any unauthorized use, alteration, revision, change, enhancement, or modification of any nature of the Software, or from any design defect in any configuration of the Software performed by any party other than Licensor; (c) any Error that results from errors, defects, or modifications in any hardware, software, system, or data used by Licensee, in each case that was not provided by Licensor; (d) any Error that results from use of the Software in combination with any hardware, software, or system not provided or authorized by Licensor; (e) any Error that results from cyber-attacks, viruses, worms, malware, Trojan horses, or other harmful surreptitious computer code, files, scripts, agents, or programs; or (f) Errors or vulnerabilities that would have been obviated had Licensee implemented a recommended update or upgrade made available at no additional charge from Licensor.

5.2. This Article 5 provides the sole and exclusive remedies for all Claims based on or relating to any failure of, or any defect or non-conformity in, Software and Documentation, whether the Error, failure, defect, or non-conformity arises before, during, or after the applicable Software Warranty Period and REGARDLESS OF CAUSE OR ACTION (INCLUDING NEGLIGENCE). THE WARRANTIES PROVIDED IN THIS ARTICLE 5 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES PERTAINING TO THE SOFTWARE. LICENSOR MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY OUTPUT OF THE SOFTWARE. LICENSOR DOES NOT MAKE ANY WARRANTY THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. NOR DOES LICENSOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE. LICENSOR ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY LICENSEE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA FROM DELAYS, NONDELIVERIES OF CONTENT OR EMAIL, ERRORS, SYSTEM DOWNTIME, MISDELIVERIES OF CONTENT OR EMAIL, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS CAUSED BY THE NEGLIGENCE OF LICENSOR, ITS AFFILIATES, ITS LICENSORS, OR AN END USER'S OWN ERRORS AND/OR OMISSIONS.

5.3. Additional Warranty Disclaimer for Monitoring Software. While the Monitoring Software provides advisory information regarding equipment condition, it is virtually impossible to guarantee that each and every fault condition can be foreseen or detected. THEREFORE, LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SOFTWARE WILL DETECT ANY PARTICULAR FAILURE OR PROVIDE ANY PARTICULAR

AMOUNT OF ADVANCE WARNING OF AN IMPENDING FAILURE OR CONDITION OF THE MONITORED EQUIPMENT.

5.4. Additional Warranty Disclaimer with Respect to Cyber Security. PRODUCTS, PARTS, AND SERVICES ARE PROVIDED "**AS IS AND WITH ALL FAULTS**" WITH RESPECT TO CYBER SECURITY, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF OR RELATING TO DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, TIMELINESS; ALL OF WHICH ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. LICENSEE IS SOLELY RESPONSIBLE AND LIABLE FOR THE SELECTION AND USE OF PRODUCTS, PARTS AND SERVICES TO ACHIEVE LICENSEE'S DESIRED RESULTS. REMEDIATION OF VULNERABILITIES SHALL NOT OBLIGATE LICENSOR TO PROVIDE LICENSEE ANY UPDATES OR UPGRADES, BUT LICENSEE MAY PURCHASE SUCH ENHANCEMENTS.

5.5. Any remedial steps taken by Licensor hereunder shall not extend or renew the applicable Software Warranty Period.

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5.8. Except as expressly provided in Article 5.1 above or as otherwise expressly provided in the Contract, all amounts payable in connection herewith are non-refundable.

## 6. CONFIDENTIALITY; EQUITABLE RELIEF

6.1. The Software, Documentation and Third Party Software, and all information concerning or embedded in the Software (including but not limited to source code, object code, and training materials), Documentation, and Third-Party Software is confidential and the property of Licensor (or its suppliers) and shall be considered Licensor's (or its suppliers') Confidential Information, whether or not the information is marked as such. In granting cyber and/or unescorted physical access to Products and/or Parts, Seller may provide log-on codes, log-on identifications, passwords, and/or other individualized explicit access permissions (collectively "Access Codes"). Access Codes are subject to the confidentiality provisions of the Contract and shall not be disclosed or shared with any other person other than authorized users.

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6.3. Licensee acknowledges: (a) any use of Software, Documentation, or Third-Party Software in a manner inconsistent with the Contract or (b) any other misuse of Confidential Information of Licensor (or its suppliers), will cause immediate irreparable harm to Licensor (or its suppliers) for which there is no adequate remedy at law. Licensee agrees that Licensor (or its suppliers) shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of any such misuse or threatened misuse by Licensee. The parties agree and stipulate that Licensor shall be entitled to such injunctive relief without posting of a bond or other security;

provided, however, that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in an amount equivalent to USD \$1,000 shall be sufficient. Nothing contained herein shall limit Licensor's right to any remedies at law, including the recovery of damages from Licensee for breach of the Contract or Addendum.

**7. TERM AND TERMINATION** – The License provided under this Addendum is effective until terminated or expiration of the License Term, whichever occurs first. Licensor may terminate the Contract and/or Addendum immediately if Licensee fails to comply with any of the terms and conditions herein or in the Contract. The License for any Software or Third-Party Software provided with leased equipment shall terminate concurrently with termination of the lease, unless earlier terminated hereunder. Immediately upon termination, Licensee shall (a) cease using Software, Documentation, and Third-Party Software and (b) certify to Licensor within one (1) month of the termination that Licensee has destroyed or returned to Licensor the Software, Documentation, and Third-Party Software, and all copies thereof. Termination will not relieve Licensee of the obligation to pay any fees and other charges accrued or payable to Licensor prior to the effective date of termination.

## 8. CYBER SECURITY

8.1. This Article 8 shall apply if (a) any Products supplied under the Contract contain Software and/or are designed to be operated in a networked environment, and/or (b) any Services (including Hosted Services) supplied under the Contract include a software or networked component. In the event of any inconsistency or conflict between this Article 8 and any other provision of the Contract or Addendum with respect to a subject covered by this Article 8, the provision requiring the more stringent requirement shall prevail.

8.2. LICENSEE ACKNOWLEDGES AND AGREES THAT: (a) CYBER SECURITY IS A DYNAMIC AND CHANGING AREA; AND (b) PRODUCTS, PARTS AND SERVICES, WHEN CONFIGURED AND USED IN ACCORDANCE WITH APPLICABLE DOCUMENTATION, ARE DESIGNED TO DETECT AND PREVENT ONLY CERTAIN VULNERABILITIES AND UNAUTHORIZED INTRUSIONS BASED UPON A FINITE SET OF TEST CASES, AND DO NOT PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

8.3. Without limiting any of the obligations under Articles 8.5 and 8.6 below, Licensee shall and shall cause the rest of the Buyer Group (including the Site owner, if not part of the Buyer Group) to: safeguard the Products and Parts so as to ensure that no unauthorized person shall have access to them; and ensure that any Buyer Group employees or agents who may come in contact with the Products or Parts is made aware of the obligations described herein and abide by them. Seller Group shall have a right to access the Products or Parts at the Site at all reasonable times to verify such requirements.

8.4. The Products and/or Parts may be partially or wholly configured by Licensor at the time of Delivery to minimize known cyber security risk as of the effective date of the Contract. To the extent that Licensee or its Group alters the hardware, Software, connections, or configuration of the Products and/or Parts in a way not recommended by Seller Group, it does so at its own risk. In the event that Buyer Group acts in violation of this Article 8, or inconsistently with the recommendations of Seller Group, Seller Group shall not be liable, whether in contract, warranty, tort (including negligence), strict liability, or otherwise, for any damages or costs incurred by Buyer Group; and Licensee shall Indemnify Seller Group from any and all Claims, including without limitation costs related to credit monitoring, arising out of or related to any occurrence that may arise out of a violation of this Article 8.

8.5. Licensee is responsible for protecting Buyer Group's managed infrastructure, including computer systems and equipment used in interactions with Seller Group, with such tools as anti-virus software, firewall, and up to date operation systems.

Licensee is responsible for the operation, control, and maintenance of any monitored equipment and ensuring that Buyer Group's computer systems and monitored equipment meet the current technical requirements as may be specified by Licensor for the Products, Parts, and Services. Licensee shall, and shall procure that Buyer Group shall, comply with Seller Group's secure deployment guidelines applicable to the Products, Parts, and/or Services. Licensee shall procure that neither Buyer Group nor its users will take any action to circumvent any security feature or attempt to exceed authorized access to the Products, Parts, or Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Products or Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Buyer Group becomes aware of any violation of the Contract by a user, Licensee will procure that Buyer Group will immediately terminate such user's access to the Products and/or Services and notify Licensor. Licensee shall, and shall procure that Buyer Group shall, report to Baker Hughes any unauthorized accesses to and/or disclosure of Licensor information, and any known or reasonably suspected breaches of the Licensor's Software, systems, and/or Services ("Licensor Security Incident") by calling the following numbers:

- +1 281 209 7658 (Western Hemisphere)
- +60 2786 7658 (Eastern Hemisphere)

Notifications shall be made within seventy-two (72) hours of Buyer Group's knowledge of such Licensor Security Incident. Licensee shall, and shall procure that Buyer Group will, promptly conduct a forensic investigation of such Licensor Security Incident and provide a summary of the Licensor Security Incident and explanation of its response as soon as reasonably practicable.

8.6. Buyer Group's credentials (which may include username, passwords, tokens, certificates, Access Codes, keys, and pins) issued by Seller or selected by Buyer Group for accessing the Products or Services are for Buyer Group's internal use only and Buyer Group shall not sell, transfer, disclose, or sublicense them to any other entity or person, except that Buyer Group may disclose Buyer Group's credentials to Buyer Group's agents and subcontractors performing work on Buyer Group's behalf. Licensee is responsible for any use of Buyer Group's credentials and for notifying Licensor immediately of any breach of security related to Buyer Group's credentials. Buyer Group shall be responsible for the actions of any user or any other person or entity in relation to the Contract, Buyer Group's information, or the Products or Services to the extent that any such action was permitted, assisted, or facilitated by Buyer Group.

**9. SUPPLEMENTAL LIMITATIONS OF LIABILITY FOR SOFTWARE AND CYBER SECURITY.** The following limitations of Licensor's liability are in addition to those set forth herein above and elsewhere in the Contract. To the extent they conflict, this Article 9 shall take precedence over the Terms and Conditions and any Addendums thereto with respect to Software, Third-Party Software and Cyber Security.

9.1. WITH REGARD TO SOFTWARE AND THIRD-PARTY SOFTWARE, IN NO EVENT SHALL SELLER GROUP'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND, REGARDLESS OF CAUSE OR ACTION, ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION WARRANTY AND TERMINATION, UNDER ANY CIRCUMSTANCES EXCEED THE LESSER OF THE LIMITS SET FORTH IN THE TERMS AND CONDITIONS OR THE LICENSE FEES PAID BY LICENSEE TO LICENSOR WITH RESPECT TO THE SOFTWARE AND THIRD-PARTY SOFTWARE GIVING RISE TO THE CLAIM WITHIN 90 DAYS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

9.2. Unless otherwise agreed by the parties in writing, the Licensee has sole responsibility for designing and implementing a solution that includes the Software and Products which will meet all appropriate requirements and/or standards. Licensor disclaims all liability for any damages arising as a result of any

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