

**NOTICE**

**READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING ANY PROVIDER SOFTWARE SERVICES.  
THESE TERMS AND CONDITIONS CONTAIN DISCLAIMERS, INDEMNITIES AND WARRANTY EXCLUSIONS.**

**MASTER HOSTED SOFTWARE SERVICES TERMS AND CONDITIONS**

**TERMS AND CONDITIONS**

**1. DEFINITIONS AND GENERAL TERMS**

- 1.1 **Definitions.** In addition to terms defined elsewhere herein, the following terms shall have the following meanings, unless the context otherwise clearly requires:

**“Access Credentials”** means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

**“Affiliate”** or **“Affiliates”** means any Person directly or indirectly controlled by, controlling, or under common control with a Party, including any of the foregoing which becomes an Affiliate after the Effective Date. **“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“controlled”** have correlative meanings.

**“Applicable Law”** means those laws (common or statutory), rules, regulations, codes, administrative and judicial orders and directives, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, provincial, or local government, or any agency or executive or administrative body of any of the foregoing, in each case that govern or pertain, as of the date of the applicable Order, to: (a) the Parties’ respective obligations under these Terms and Conditions, any Order, or any Statement of Work; (b) Provider’s Intellectual Property Rights in and to the Services (including any software used in the performance or delivery of the Services) and any Provider Materials; and/or (c) Customer’s use of the Services, Provider Materials, and/or Professional Services.

**“Authorized User”** means each of the individuals authorized to use the Services pursuant to these Terms and Conditions herein (including the Order applicable to the particular Services), to whom Access Credentials have been issued.

**“Claim(s)”** means all claims (including those for property damage, environmental damage, personal injury, illness, disease, maintenance, cure, loss of consortium, loss of support, or death), damages, liabilities (including contractual liabilities), losses, demands, liens, encumbrances, government imposed fines and/or penalties, causes of action of any kind, obligations, costs, judgments, interest and awards (including payment of reasonable attorneys’ fees and costs of litigation), of any kind or character, whether under judicial proceedings, administrative proceedings or otherwise, arising out of, or in any way relating to these Terms and Conditions (including any Order or Statement of Work entered into hereunder) and/or the Providers’ performance of, or Customers use of, the Services or Professional Services, and expressly including any claims that may be brought by (or losses suffered by) spouses, heirs, survivors, legal representatives, successors or assigns.

**“Covered Asset(s)”** means any Customer owned or operated well, field or reservoir for or with respect to which the Services are used to collect, store, process, analyze or model data or information.

**“Customer”** means the Party accepting these Terms and Conditions.

**“Customer Data”** means information, data and other content, other than Provider Materials, in any form or media, collected, downloaded or otherwise transmitted or received, directly or indirectly, from Customer or an Authorized User by or through the Services, including data and other content with respect to Covered Assets.

**“Customer Systems”** means the Customer's general information technology infrastructure and/or Third Party communication systems, including computers, software, hardware, devices (including sensors and monitors), databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of Third-Party services engaged by Customer.

**“Designated Site(s)”** means any of Customer's facilities set forth in an Order and/or Statement of Work from which Customer and Authorized Users will access and use the Services or at which Provider will perform Professional Services.

**“Documentation”** means any and all manuals, instructions and other documents and materials that Provider provides or makes available to Customer, in any form or medium, which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance of any Customer Systems via or through which Customer and Authorized Users will access the Services.

**“Effective Date”** means the date these Terms and Conditions were accepted.

**“Force Majeure”** has the meaning set forth in **Section 14**.

**“Harmful Code”** means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by these Terms and Conditions. Harmful Code does not include any Provider Disabling Device.

**“Indemnify”** or **“Indemnification”** means indemnify, defend and hold harmless.

**“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any intangible property rights, including without limitation, any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world including, without limitation, any ideas, concepts, know-how, techniques, processes, reports, or works of authorship owned, developed or created by Provider.

**“Order”** means a written agreement between the Parties in the form of **Schedule A**, attached hereto and made a part hereof, wherein Customer orders certain Services pursuant to these Terms and Conditions herein. A Statement of Work, as defined below, may constitute an Order or may be referenced in a combined order for Services. Each new Order may reference any prior Orders and the Services covered thereby.

**“Permitted Use”** means use of the Services by an Authorized User for the benefit of Customer in the ordinary course of Customer's internal business operations and as more fully described in an applicable Order.

**“Person”** means any legal or governmental entity and any natural person.

**“Professional Services”** has the meaning set forth in **Section 5.1**

**“Provider”** means Weatherford, on behalf of itself and its Affiliates.

**“Provider Disabling Device”** means any software, hardware or other technology, device or means (including any back door, time bomb, time out, drop dead device, software routine or other disabling device) used by Provider or its designee to disable Customer's or any Authorized User's access to or use of the Services, either (i) automatically, with the passage of time, or (ii) as permitted by these Terms and Conditions herein.

**“Provider Materials”** means the Documentation and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Provider or its Representatives in connection with the performance or delivery of the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials and any information, data or other content derived from Provider's monitoring of Customer's access to or use of the Services do not include Customer Data.

**“Provider Systems”** means the information technology infrastructure used by or on behalf of Provider in performing or delivering the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) cloud systems, and networks, whether operated directly by Provider or furnished through the use of a Third-Party's system or services.

**“Representatives”** means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensors, subcontractors and legal advisors.

**“Scheduled Downtime”** means a planned Services outage or interruption for or in connection with routine maintenance, upgrade and/or security patching of the Services.

**“Services”** means Provider's software application(s) and any Third-Party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Provider hosts, manages, operates and/or maintains for remote electronic access and use by Customer and its Authorized Users as set forth in an Order. For the avoidance of doubt, Services also means modification of the Services that Provider may provide to Customer from time-to-time during the term of an Order, which may contain, among other things, error corrections, patches, enhancements, improvements updates, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Services.

**“Service Fee”** means the periodic, recurring fees payable by Customer for the Services, as specified in an Order.

**“Service Level Support”** means Provider's obligations and responsibilities to support the Services, as set forth in **Section 4.1**.

**“Statement of Work”** means a written statement of work for Provider's performance of Professional Services (as defined in **Section 5.1**) that: (a) describes the nature and scope of the Professional Services to be performed and/or the work product and/or deliverables to be delivered by Provider; (b) sets forth the compensation or fees to be paid by Customer for the Professional Services; (c) expressly references these Terms and Conditions; and (d) has been executed by both Provider and Customer.

**“Term”** has the meaning set forth in **Section 9.1**.

**“Third Party”** means any Person other than Provider, Customer, or their respective Affiliates.

**“Third Party Materials”** means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components used in or relating to the delivery of Services that are not proprietary to Provider.

- 1.2 **General Terms.** As used in herein, unless expressly stated otherwise, references to (a) “includes” or “including” means “including, without limitation” or “including, but not limited to”; (b) “and/or” means “either or both”; (c) “or” means “either” and (d) a “party” or “Party” mean Provider or the Customer and to the “parties” or “Parties” mean Provider and the Customer. Unless otherwise specified, all references in these Terms and Conditions to Articles, Sections or Exhibits are deemed references to the corresponding Articles, Sections or Exhibits in these Terms and Conditions.

## **2. SERVICES; CLIENT UTILITIES LICENSE.**

- 2.1 **Services.** Subject to and conditioned on Customer's and its Authorized Users' compliance with these Terms and Conditions herein (and subject to the further limitations and qualification detailed in **Section 4.2** below), Customer and Its Authorized Users shall have the right to access and use the Services specified in an Order (from and at the Designated Site(s) specified in the Order, throughout the Service Period (as defined in **Section 4.2**).
- 2.2 **Service and System Control.** Except as otherwise expressly provided in these Terms and Conditions or the Order for a particular Service, as between the Parties:
- (a) Provider has and will retain sole control over the operation, provision, maintenance and management of (i) the Services (ii) the Provider Materials, (iii) the Provider Systems; (iv) the location(s) from which the Services are provided; (v) the selection, deployment, modification and replacement of the Services; and (vi) the performance of Service Level Support, upgrades, corrections and repairs; and
  - (b) Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and shall have sole responsibility for all access to and use of the Services and Provider Materials by any Person, whether through the Customer Systems or any other means controlled by Customer or any Authorized User, including: (i) all information, instructions or materials provided by any of them to Provider; (ii) the results obtained from any use of the Services or Provider Materials; and (iii) any conclusions reached, decisions made, or actions taken by Customer and/or its Authorized Users based upon the use of the Services.
- 2.3 **Changes.** Provider reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful to:
- (a) maintain or enhance: (i) the scope, quality or delivery of the Services; (ii) the competitive strength of or market for Provider's services; or (iii) the Services' cost efficiency or performance; or
  - (b) comply with Applicable Law.
- 2.4 **Subcontractors.** Provider may from time to time in its discretion engage Third Party Representatives to perform or deliver any part of the Services.
- 2.5 **Suspension or Termination of Services.** Provider may, by use of a Provider Disabling Device or any other lawful means, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other Person's access to or use of all or any part of the Services or Provider Materials, without thereby incurring any obligation or liability to Customer or its Authorized Users, if:
- (a) Customer fails to timely pay Service Fees;
  - (b) Provider believes, in its reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with any of these Terms and Conditions herein, or accessed or used the Services beyond the scope of the rights granted or for a purpose not expressly authorized hereunder; (ii) Customer or any Authorized User has accessed or used the Services in any manner that does not comply with any instruction or requirement of the applicable Documentation; (iii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities using or involving the Services; (iv) a security breach has occurred, whether or not such breach originates from Customer's Systems; or
  - (c) Provider receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Provider to do so.

Provider's rights under this Section to suspend or terminate the right of Customer and Authorized Users to access and use the Services does not limit any of Provider's other rights or remedies, whether at law, in equity or under these Terms and Conditions.

## 2.6 Ordering and Delivery.

- (a) **Ordering.** Customer may submit Orders to Provider for Services. No Order will be deemed accepted by Provider unless and until Provider accepts such Order in writing or unless Provider delivers the Services.
  - (b) **Access Delivery.** Provider may deliver access to the Services by making such Services available to Customer and its Authorized Users via the Internet, or as may be specified in an applicable Order.
- 2.7 **Client Utilities License.** Subject to these Terms and Conditions herein and Customer's payment of all applicable Service Fees, Provider grants Customer, and Customer accepts, a limited, non-exclusive, non-transferable, right to install, store, operate and use the object code version of the current release of client utilities, including program routines or database features, provided by Provider (the "**Client Utilities Package**") to enable Customer to receive, access and use the Services. The Client Utilities Package is for Customer's use solely in connection with the Services. Customer (and/or its authorized Representative) is responsible for installation of the Client Utilities Package, which may be installed, stored, operated and used only on equipment that meets minimum requirements for such usage, as detailed in the Documentation applicable to Services. Provider shall not be responsible for any damages or errors that occur as a result of Customer's failure to use equipment meeting the minimum requirements. The Client Utilities Package will be furnished to Customer by Provider as required.

## 3. AUTHORIZATION; CUSTOMER RESTRICTIONS; CUSTOMER OBLIGATIONS.

- 3.1 **Authorization.** Subject to and conditioned upon Customer's compliance with these Terms and Conditions herein and the payment of the Service Fees specified in the Order for Services, Provider hereby authorizes Customer to access and use, solely in accordance with an applicable Order and during the Term, the Services and such Provider Materials as Provider may supply or make available to Customer solely for the Permitted Use by and through Authorized Users in accordance with the Documentation, and the conditions and limitations set forth herein. This authorization is non-exclusive.
- 3.2 **Reservation of Rights.** Nothing in these Terms and Conditions grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or any Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the Provider Materials, and the Third Party Materials are and will remain with Provider and the holder(s) of any rights in the Third Party Materials.
- 3.3 **Authorization Limitations and Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Services, Provider Materials or Provider Systems except as expressly permitted herein and, in the case of Third-Party Materials, any applicable Third-Party license agreement. Without limiting the generality of the foregoing, Customer shall not, except as these Terms and Conditions expressly permit:
- (a) copy, modify or create derivative works or improvements of the Services, the Provider Materials, or any Third Party Materials;
  - (b) lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make any Provider Materials or Third Party Materials available to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
  - (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of any software embodied in the Services, in whole or in part;
  - (d) bypass or breach any security device or protection used by the Services or Provider Materials or gain access to or use the Services, Provider Materials, or the Provider System;
  - (e) input, upload, transmit or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;
  - (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Provider Systems or Provider's provision of services to any Third Party, in whole or in part;

- (g) reproduce, remove, delete, alter, obscure, translate, combine, supplement or otherwise change any trademarks, copyright notices, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or other intellectual property or proprietary rights notices from any Services, Provider Materials, or Third Party Materials, including any copy thereof;
- (h) access or use the Services, Provider Materials or Third Party Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of Provider or any Third Party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Provider customer), or that violates any Applicable Law;
- (i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage;
- (j) access or use the Services or Provider Materials in, or in association with, the design, construction, maintenance, operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or
- (k) otherwise access or use the Services or Provider Materials beyond the scope of the authorization granted under these Terms and Conditions.

#### 3.4 Customer Obligations.

- (a) **Customer Systems and Cooperation.** Customer shall at all times: (i) set up, maintain and operate in good repair, without Harmful Code, and in accordance with the requirements of the Documentation, all Customer Systems on or through which the Services are accessed or used; (ii) provide Provider Representatives with such access to Customer's premises and Customer Systems as is reasonably necessary for Provider (and its vendors and consultants supporting the Services) to perform the Services in accordance with these Terms and Conditions herein and the Documentation; and (iii) provide such cooperation and assistance as Provider may reasonably request to enable Provider (and its vendors and consultants supporting the Services) to exercise its rights and perform its obligations under and in connection with these Terms and Conditions including, without limitation, maintaining an up to date list of all Customers' Authorized Users and all of Customers' Designated Site(s) to confirm Customer's compliance with the Permitted Use requirements specified herein.
- (b) **Effect of Customer Failure or Delay.** Provider is not responsible or liable for any delay in or failure to provide Services caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under these Terms and Conditions.
- (c) **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by **Section 3.3**, Customer shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (ii) notify Provider of any such actual or threatened activity.

#### 4. SERVICE LEVEL SUPPORT; BACKUP; SECURITY

- 4.1 **Service Level Support Fact Sheets.** The nature and extent of "Service Level Support" to which Customer may be entitled depends on the particular Services identified and described in the applicable Order. Subject to the terms and conditions of this Section, Provider may also issue fact sheets to inform its customers of additional or modified details regarding the Service Level Support (each, a "Fact Sheet"), and at any given time, the then-current Fact Sheet, as may be modified from time-to-time shall be considered a part of the Service Level Support, and/or the applicable Order. Information applicable to the Services in a Fact Sheet may include, without limitation, customer support or helpdesk availability, response time, uptime, error handling processes, performance standards and/or credits.



- 4.2 **Availability of Services.** Provider will use commercially reasonable efforts to make the Services Available (as defined below) over the course of each calendar month (each such calendar month being a “**Service Period**”), excluding unavailability as a result of (i) Scheduled Downtime (for which Provider shall make good faith efforts to notify Customer in advance), or (ii) any of the Availability Exceptions described below (the “**Availability Requirement**”). A “**Service Level Failure**” means a material failure of the Services to meet the Availability Requirement. “**Available**” means the Services are (i) continuously available for access and use by Customer and its Authorized Users over the Internet, and (ii) operating in material accordance with the Documentation. For purposes of determining Provider’s compliance with the Availability Requirement, the following are exceptions (“**Availability Exceptions**”) to the Availability Requirement, and neither shall the Services be considered un-Available, nor shall any Service Level Failure be deemed to have occurred, if the ability of Customer or its Authorized Users to access or use the Services is precluded or impaired, in whole or in part, due to:
- (a) Customer’s or its Authorized User’s access to or use of the Services in any manner that does not strictly comply with the Permitted Use, this Agreement and the requirements of the applicable Documentation (including the improper use of Access Credentials);
  - (b) any delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under these Terms and Conditions or the Order applicable to the Services;
  - (c) Customer’s or its Authorized User’s Internet connectivity;
  - (d) failure, interruption, outage or other problem with Customer Systems or any software, hardware, system, or network, facility not supplied by Provider pursuant to these Terms and Conditions;
  - (e) Services’ degradation in connection with Customer’s usage of the Services in excess of Customer’s Services allocation, as specified in the Order therefore;
  - (f) Force Majeure; or
  - (g) Provider’s disabling, suspension or termination of the Services pursuant to **Section 2.5**.
- 4.3 **Data in Customer Systems.** The Services do not replace the need for Customer to maintain regular data backups or redundant data archives with respect to Customer Data residing in Customer’s Systems. **PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA RESIDING IN CUSTOMER’S SYSTEMS.**
- 4.4 **Security.**
- (a) **Provider Systems and Security Obligations.** Subject to terms and conditions contained elsewhere herein, Provider shall employ the following security measures in accordance with applicable industry practice: (i) Provider will use commercially reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Services; (ii) Provider will respond immediately to remedy any known breaches of Provider System security; (iii) Provider’s external connections to the World Wide Web (WWW) will have commercially practicable security measures and controls applied to its routers and all WWW accessible servers will reside behind firewalls; (iv) Provider will assure that all data entering the Provider Systems will pass through firewalls; (v) Provider Systems containing Customer Data will be secured, and only authorized Provider employees will have access to the data center and/or operations area via an internal security system; and (v) Provider will secure printed documents containing Customer Confidential Information.
  - (b) **Data Breach Procedures.** Provider maintains a data breach plan in accordance with the criteria set forth in Provider’s Privacy and Security Policy and shall implement the procedures required under such data breach plan on the occurrence of a “Data Breach” (as defined in such plan).
  - (c) **Prohibited Data.** Customer acknowledges that the Services are not designed with security and access management for Processing the following categories of information: (i) Personal Information; (ii) data that is classified and or used on the U.S. Munitions list, including software and technical data; (iii) articles, services and related technical data designated as defense articles or defense services; and (iv) ITAR (International Traffic in Arms Regulations) related data, (each of the

foregoing, “**Prohibited Data**”). Customer shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or process any Prohibited Data through, the Services, the Provider Systems or any Provider Representative. Customer is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data and **CUSTOMER SHALL INDEMNIFY PROVIDER FROM AND AGAINST ANY CLAIMS ARISING THEREFROM.**

- (d) **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) Customer Systems; (iv) the security and use of Customer's and its Authorized Users' Access Credentials; and (v) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.
- (e) **Access and Security.** Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (ii) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

## **5. PROFESSIONAL SERVICES.**

- 5.1 **Professional Services.** At Customer's request, Provider will provide specialized support, configuration, application customization, and/or other custom services (collectively, the “**Professional Services**”) to Customer in connection with the Services. Any and all Professional Services performed by Provider shall be subject to and governed by these Terms and Conditions herein and the applicable Statement of Work (including any Statement of Work which forms a part of or is appended to an Order). Provider does not guarantee the results of the Professional Services it performs or represent that those Professional Services will achieve Customer's intended objectives, but does warrant to Customer that all Professional Services rendered by Provider will be performed in a good and workmanlike manner, by qualified, trained (and, if required, certified) personnel, in accordance with the requirements of the applicable Statement of Work and any applicable industry standards. Provider shall, at its sole cost and expense, reperform any Professional Services (or portion thereof) not conforming to the warranties specified above (“**Nonconforming Professional Services**”); *provided* Customer has notified Provider of the non-conformity within thirty (30) days of the date of the completion of the Professional Services with respect to which the warranty claim is made. **The foregoing remedies of reperformance of Nonconforming Professional Services shall be the sole and exclusive obligations and responsibilities of Provider (and the sole and exclusive remedies of Customer) with respect to Nonconforming Professional Services.**
- 5.2 **Changes to Statement of Work.** Customer may submit to Provider written requests to change the scope of Professional Services described in a Statement of Work (each such request, a “**Change Request**”). Provider will continue to perform Professional Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Request unless and until the Parties have agreed in writing to such Change Request and any applicable adjustment to the costs, fees and/or schedule for performance of the Professional Services.
- 5.3 **Invoicing and Payment for Professional Services.**
  - (a) Unless otherwise provided in the applicable Statement of Work or Change Request, Provider will invoice Customer monthly for all Professional Services performed during the prior month. Customer shall pay the fees and other amounts stated on each invoice submitted by Provider net thirty (30) days of the invoice date. All Provider invoices shall include supporting documentation for all reimbursable costs included therein. Invoices not paid in a timely manner will bear interest at the lesser of (i) one percent (1%) per month, or (ii) the highest rate allowed by Applicable Law until paid in full. In the event Customer fails to pay any undisputed amounts within sixty (60) days of the invoice date, Provider shall be entitled, at its option, to (i) require payment in advance for Professional Services yet to be performed under any Statement of Work or Change Request, (ii) reduce Customer's payment terms under any Statement of Work or Change Request to net ten (10) days of the invoice date, (iii) revoke any discounts available with respect to Professional Services performed or to be performed under any Statement of Work or Change Request (including discounts granted with respect to Professional Services covered by any outstanding invoice), and/or (iv) immediately suspend its performance of Professional Services under any Statement of Work or Change Request, or terminate any Statement of Work or Change



Request, without penalty or liability, and Customer shall Indemnify Provider Group from and against any and all Claims resulting from or arising out of such suspension or termination.

- (b) In the event that Customer disputes an invoice (or part thereof) for Professionals Services, it may withhold payment of the disputed amount(s), but shall nonetheless timely pay all undisputed amounts and promptly notify Provider of the disputed amounts or items, specifying the invoice date and number, the amount of the disputed items or charges, and the Professional Services involved. The Parties shall work in good faith to promptly resolve disputed amounts. Invoices not disputed by Customer within thirty (30) days of the invoice date shall be deemed accurate and Customer shall not thereafter be entitled to dispute any amount(s) reflected thereon.

**5.4 Customer Responsibilities.** In connection with each Statement of Work, Customer will:

- (a) provide qualified personnel who are capable of performing Customer's tasks and responsibilities under the Statement of Work;
- (b) provide Provider with access to Customer's sites and facilities (subject to Customer's reasonable security policies) during Customer's normal business hours and as otherwise reasonably required by Provider to perform the Professional Services;
- (c) provide Provider (and its vendors and consultants supporting the Services) permission to access Customer's network, system or cloud for the purpose of performing the Professional Services;
- (d) provide Provider (and its vendors and consultants supporting the Services ) with such working space and office support as Provider may reasonably;
- (e) timely perform Customer's tasks and responsibilities set forth under the Statement of Work, and such other duties and tasks as may be reasonably required to permit Provider to perform the Professional Services; and
- (f) make available to Provider any data, information and any other materials requested by Provider to perform the Professional Services, including, but not limited to, any data, information or materials owned by Customer specifically identified in the Statement of Work (collectively, "**Customer Materials**"). Customer will be responsible for ensuring that all such Customer Materials are accurate and complete.

**5.5 Designated Contacts.** Each Party will designate in each Statement of Work the individual(s) who will be the primary point(s) of contact for matters relating to the Professional Services. A Party may designate replacement contacts upon prior written notice to the other Party.

**5.6 Ownership of Work Product.** Subject to Customer's rights in Customer Data and Customer Materials, or as otherwise specified in the Statement of Work, Provider shall own all rights, titles and interests in and to any work product, Service Enhancement (as hereinafter defined) software programs or tools, interfaces, utilities, technology, devices, specifications, documentation, ideas, concepts, know-how, processes, methodologies, techniques and materials of any kind used or developed by Provider or its personnel in connection with its performance of the Professional Services (collectively "**Provider Work Product**") and all Intellectual Property Rights therein.

**5.7 Customer Rights.** If and to the extent Provider Work Product includes any modifications, customizations, enhancements or extensions to the Services (including any interfaces between the software embodied in the Services and other systems, and any code or materials generated as part of Provider's installation or configuration of the software embodied in the Services), all such modifications, customizations, enhancements or extensions will be provided to Customer on the same basis as the Services to which they relate, subject to and in accordance with these Terms and Conditions herein. Customer will have no other rights in the Provider Work Product except as expressly agreed to in writing by the Parties. Nothing herein will be construed as restricting or limiting Provider's right to use, license to any Third Party, or otherwise exploit any Provider Work Product; to perform similar services for any other Party; or to assign any employees or subcontractors to perform for any Third Party services which are similar to the Professional Services it provides to Customer.

## 6. CONFIDENTIALITY; NON-SOLICITATION.

- 6.1 **Confidential Information.** Each Party receiving Confidential Information (the “**Receiving Party**”) warrants and agrees that for a period of five (5) years after its receipt thereof, it shall maintain and safeguard the confidentiality of all Confidential Information received by it from the other Party (the “**Disclosing Party**”), handling and treating same with at least the same degree of care (and affording it the same protections) the Receiving Party observes and provides for its own confidential, proprietary and trade secret information, and in all events with at least a reasonable standard of care. For purposes of the foregoing, the term “**Confidential Information**” shall mean and include (i) with respect to Provider, any confidential, non-public information that describes, pertains or relates to the Services (including object code, source code and other proprietary know-how relating to any software used or embodied in the Services ), the Provider Materials, the Provider Systems, or the Professional Services (or to the methods, processes, procedures, or technologies employed by Provider in performing same), and (ii) with respect to Customer, any confidential, non-public data or information with respect to Customer Data and Customer Systems. For the avoidance of doubt, Customer Data with respect to the Covered Assets which does not (or has been aggregated or anonymized by Provider so that it does not, and cannot be used by a Third Party to) specifically identify (by location or otherwise) any Covered Asset or Customer as the owner or operator thereof shall **not** be considered Customer Confidential Information and Provider shall be free to use such information (i) in external brochures, white papers, and other publications, (ii) to market, promote, modify, improve or enhance the Services or the Documentation or (iii) to develop new software or services.
- 6.2 **Limitations.** Confidential Information does not include information which: (a) is or becomes generally available in the public domain through no wrongful act of the Receiving Party or any Receiving Party Representative; (b) was lawfully in the Receiving Party’s possession prior to being provided to the Receiving Party (including data or information Provider is required to retain pursuant to Applicable Law); (c) is independently made available to the Receiving Party by a Third Party under no obligations to maintain the secrecy thereof; or (d) was independently developed by Receiving Party without access to or knowledge of the Disclosing Party’s Confidential Information.
- 6.3 **Remedy.** If a Receiving Party is required to disclose all or any part of the Disclosing Party’s Confidential Information under the terms of a valid subpoena, decree or order issued by a court or tribunal of competent jurisdiction, or by a governmental body pursuant to Applicable Law or regulation, the Parties agree promptly to notify the other Party, in writing, of the existence, terms and circumstances surrounding the request or order and reasonably assist the Disclosing Party in, seeking an appropriate protective order at Disclosing Party’s election. If, in the written opinion of a Party’s legal counsel, disclosure of Confidential Information of the other Party is required in order to avoid sanction or penalty, said counsel shall exercise reasonable efforts, with the cooperation of the other Party if necessary, to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information of the other Party.
- 6.4 **Publicity.** Except as set forth in Section 6.1 above, neither Party will issue any press release or other public announcement concerning the relationship created by this Agreement, or make any reference to the other Party or its products or services in any advertising or marketing materials, without the other Party’s prior written approval.
- 6.5 **Injunctive Relief.** Given the nature of the Confidential Information and the competitive damage that would result to Disclosing Party upon unauthorized disclosure or use of its Confidential Information, Receiving Party agrees that monetary damages would not be a sufficient remedy for a breach of this this Section 6 and therefore, in addition to and not in lieu of any other rights or remedies, Disclosing Party may seek specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Section 6 without the necessity of proving actual monetary damages in connection therewith.
- 6.6 **Non-solicitation.** Customer covenants, warrants and agrees that for a period of twelve (12) months after the completion of any Services, it shall not, directly or indirectly, either for its own benefit or for the benefit of any other Person:
- (a) hire, attempt to hire, contact, or solicit with respect to hiring any employee of Provider who was engaged or involved, directly or indirectly in providing Services to Customer; or
  - (b) induce or otherwise counsel, advise or encourage any employee, consultant or contractor of Provider who was engaged or involved, directly or indirectly in providing Services to Customer to leave the employment of or engagement by Provider.

Customer shall not be in breach of the prohibitions on the solicitation or hiring of Provider's employees in subsection (a) above if an employee of Provider responds to (and/or is hired pursuant to) a public advertisement or job posting or a general recruitment campaign not specifically targeted at Provider's employees.

## **7. SERVICE FEES; TAXES AND DUTIES; LATE PAYMENT.**

7.1 **Services Fees.** In consideration of the rights granted to Customer under these Terms and Conditions, Customer shall pay Provider the Service Fees set forth in each Order in accordance with the terms herein and the Order. Unless otherwise stated in the Order, the Service Fees payable under any Order are subject to adjustment by Provider, in Provider's sole discretion; provided, however, that Provider shall give Customer not less than thirty (30) days' prior written notice of any increase in the Service Fees payable by Customer. Such increases may be further described in the Order applicable to the Services. Customer shall pay all Service Fees due and owing (including amounts due in connection with the auto-renewal of Services in accordance with these Terms and Conditions or the applicable Order) within thirty (30) days after the date of Provider's invoice therefor. Customer shall make all payments to the address specified in the Order, or to such other address or account as Provider may specify in writing from time to time. All payments shall be made in US dollars. Customer also acknowledges that it may be responsible for excess usage and data storage fees, as set forth in the applicable Order.

### **7.2 Taxes.**

- (a) All Service Fees and other amounts payable by Customer under these Terms and Conditions are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.
- (b) Notwithstanding anything to the contrary, Provider shall not be required to perform any activity that would create a permanent establishment or otherwise subject Provider to any taxes or taxing authority's jurisdiction where Provider is not registered to do business. Any such activity that would create such liability shall, at Provider's option, be assigned and/or subcontracted by Provider to another entity, whether related or not, or shall be removed from Provider's services hereunder without any further liability to Provider or constituting a breach by Provider.

7.3 **Late Payment.** If Customer fails to pay Service Fees when due, then, in addition to all other remedies that may be available to Provider hereunder or Applicable Law:

- (a) Provider may suspend, terminate or otherwise deny Customer's, any Authorized User's or any other Person's access to or use of all or any part of the Services or Provider Materials, as provided in **Section 2.5**;
- (b) Provider may charge interest on the past due Service Fees at the at the lesser of (i) one percent (1%) per month, or (ii) the highest rate allowed by Applicable Law until paid in full rate (and Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payment of Service Fees due or related interest, including attorneys' fees, court costs and collection agency fees); and
- (c) Provider may exercise its rights to terminate any Orders.

7.4 **No Deductions or Setoffs.** All Service Fees payable to Provider hereunder shall be paid by Customer to Provider in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by Applicable Law).

## **8. INTELLECTUAL PROPERTY; SERVICE ENHANCEMENTS.**

8.1 **Intellectual Property Management and Ownership.** Customer acknowledges and agrees that:

- (a) The filing, prosecution, defense and maintenance of Intellectual Property related to the Services and Documentation shall be at the sole discretion of Provider, without obligation to account to Customer;

- (b) the Services and Documentation are not sold to Customer and Customer does not and will not have or acquire under or in connection with these Terms and Conditions any ownership interest in the Services or Documentation, or in any related Intellectual Property Rights;
- (c) Provider (and its Providers, if applicable) remains the sole and exclusive owner of all right, title and interest in and to the Services and Documentation, including all Intellectual Property Rights relating thereto; and
- (d) Customer hereby unconditionally and irrevocably assigns to Provider, its entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Services or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

**8.2 Customer Cooperation and Notice of Infringement.** Customer shall:

- (a) take reasonable measures to safeguard the Services and Provider Materials (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;
- (b) at Provider's expense, take such steps as Provider may reasonably require to assist Provider in maintaining the validity, enforceability and Provider's ownership of the Intellectual Property Rights in the Services and Provider Materials;
- (c) promptly notify Provider in writing if Customer becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of Provider's Intellectual Property Rights in or relating to the Services or Provider Materials; or (ii) any claim that the Services or any Provider Materials, including any production, use, marketing, sale or other disposition of the Services or Provider Materials, infringe, misappropriate, or otherwise violate the Intellectual Property Rights of any Third Party, in whole or in part; and
- (d) at Provider's sole expense, fully cooperate with and assist Provider in all reasonable ways in the conduct of any Claim by Provider to prevent or abate any actual or threatened infringement, misappropriation or violation of Provider's rights in, and to attempt to resolve any claims relating to, the Services or Provider Materials, including having Customer's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

**8.3 No Implied Rights.** Except for the limited rights expressly granted hereunder, nothing in these Terms and Conditions grant, by implication, waiver, estoppel or otherwise, to Customer or any Third Party any Intellectual Property Rights or other right, title, or interest in or to any of the Services or Provider Materials.

**8.4 Service Enhancements.** If Customer, on its own or jointly with others (including Provider), makes or conceives of any developments, improvements, enhancements or derivations of or with respect to or for any Services, whether patentable, copyrightable or not, including any of the foregoing arising out of, based upon, or in connection with, Customer's use of the Services or any new, additional or modified Service features or functionality requested by Customer (including any Intellectual Property Rights, object code, source code, and other know-how relating thereto to software embedded in our used by the Services) (collectively "**Service Enhancements**"), such Service Enhancements shall belong solely to Provider, regardless of inventorship or authorship, and Customer agrees to: (i) promptly and fully disclose in writing to Provider the existence and nature of all Service Enhancements; (ii) keep accurate, and complete records of Customer's activities relating to the Service Enhancements; and (iii) promptly deliver to Provider any written assignment, acknowledgement, or other instrument(s) (and perform any other acts) necessary, in Provider's reasonable opinion and at Provider's expense, to assign to Provider (and perfect Provider's rights, title and interests in and to) such Service Enhancements and all Intellectual Property Rights relating thereto. Notwithstanding the foregoing, the term "Service Enhancement" shall **not** include any Customer Confidential Information, and Provider shall have no right or license to or any interest in Customer Confidential Information, except as described in **Section 6.1**.

## **9. TERM AND TERMINATION.**

9.1 **Term of Service.** Unless otherwise stated in the applicable Order, the term during which Customer and its Authorized Users shall have access to and the right to use Services will begin upon the date Provider makes the Services specified in the Order fully available to Customer for all Covered Assets and, unless earlier terminated pursuant to these Terms and Conditions, will continue in effect for a period of one (1) year from such date (the “**Initial Term**”). Each Order for Services shall automatically renew for successive periods of one (1) year each (or as specified in the Order), unless and until either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the next scheduled renewal date (each a “**Renewal Term**” and, collectively, together with the Initial Term, the “**Term**”). These Terms and Conditions will begin on the Effective Date and will remain in effect thereafter unless terminated earlier in accordance with the terms herein.

9.2 **Termination for Cause.** An Order may be terminated:

- (a) by either Party, if the other Party breaches any material term of these Terms and Conditions and the breaching Party fails to cure or remedy such breach within thirty (30) days after its receipt of written notice thereof;
- (b) by Provider, effective on written notice to Customer, if Customer fails to pay any Service Fees or Professional Services fees within thirty (30) days of their due date; or
- (c) by Provider, effective immediately, if Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property; or (vi) any Customer Affiliate directly or indirectly brings any action or proceeding against Provider, including any pertaining to Intellectual Property Rights owned by Provider and/or its Affiliates, unless such suit is for an uncured material breach of these Terms and Conditions by Provider.

9.3 **Effect of Termination or Expiration.** On the expiration or earlier termination hereunder, all rights, licenses and authorizations granted to Customer hereunder will immediately terminate and Customer shall:

- (a) immediately cease all use of and other activities with respect to the Services and Documentation;
- (b) destroy and/or permanently erase from all devices and systems Customer directly or indirectly controls, any software licensed under these Terms and Conditions, the Documentation and the Provider's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials; and
- (c) pay Provider all outstanding fees of any kind under these Terms and Conditions including, without limitation, unpaid Service Fees or Professional Service fees.

9.4 **Surviving Terms.** The termination of these Terms and Conditions does not relieve either Party of any rights or obligations that have accrued prior to the effective date of termination.

## **10. REPRESENTATIONS AND WARRANTIES.**

10.1 **Mutual Representations and Warranties.** Each Party represents, warrants and covenants to the other Party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Applicable Laws of the jurisdiction of its incorporation or other organization;
- (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under these Terms and Conditions and/or any Order;
- (c) the execution of these Terms and Conditions and/or any Order by its representative has been duly authorized by all necessary corporate or organizational action of such Party; and

- (d) when executed these Terms and Conditions and/or any Order will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

**10.2 DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS, ALL SERVICES, DOCUMENTATION, PROVIDER SYSTEMS, PROVIDER MATERIALS AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS". PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, DOCUMENTATION, PROVIDER SYSTEMS, PROVIDER MATERIALS OR PROFESSIONAL SERVICES, OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS FURNISHED BY PROVIDER WILL MEET CUSTOMER'S OR ANY OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS OF THIRD PARTIES (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL OR MALICIOUS CODE OR ERROR FREE.

## **11. INDEMNITIES.**

**11.1 Intellectual Property Infringement Indemnity.** If a Third Party claims that the original, unaltered, unmodified version of the Services or Documentation provided by Provider any U.S. patent, copyright, trade secret or other intellectual property right (an "Infringement Claim"), Provider will (as long as Customer is not in material default under these Terms and Conditions) Indemnify Customer against such Infringement Claim at Provider's sole cost and expense and pay all damages finally awarded by a court of competent jurisdiction in connection with the Infringement Claim, *provided* that Customer (i) promptly notifies Provider in writing of the Infringement Claim, (ii) allows Provider to control the defense or any related settlement negotiations, and (iii) cooperates with Provider in the defense of the Infringement Claim. However, the foregoing Indemnity obligation does not apply to the extent that such Infringement Claim arises from any allegation of or relating to any:

- (a) use of the Services contrary to or in conflict with the Documentation, including any incorporation, integration or combination into or with the Services of any other technology (including any software, hardware, firmware, system or network) not recommended or approved in the Documentation;
- (b) modification of the Services other than: (i) by Provider in connection with these Terms and Conditions; or (ii) with Provider's express written authorization and in strict accordance with Provider's written directions and specifications;
- (c) use of the Services after Provider's notice to Customer of such alleged or actual infringement, misappropriation or other violation of a Third Party's rights;
- (d) abuse, misapplication or misuse of the Services or Documentation by or on behalf of Customer, any Authorized User, Customer's Representatives or a Third Party;
- (e) use of the Services or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by these Terms and Conditions or in any manner contrary to Provider's written instructions; or
- (f) events or circumstances outside of Provider's reasonable control (including any Customer System, Third Party hardware, software or system bugs, defects or malfunctions).

**11.2 Mitigation.** If the Services, or any part of the Services, is, or in Provider's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any Third Party Intellectual Property Right, or if Customer's use of the Services is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense:

- (a) obtain from the Third Party the right for Customer to continue to use the Services materially as contemplated by this Agreement;
- (b) modify or replace the Services, in whole or in part, to make the Services non-infringing, while providing materially equivalent features and functionality (and such modified or replacement services will constitute Services under these Terms and Conditions); or



- (c) if, after Provider's exercise of commercially reasonable efforts, none of the remedies set forth above are reasonably available to Provider, terminate the applicable Order, in its entirety or with respect to the affected part or feature of the Services, effective immediately on written notice to Customer, in which event: (i) Customer shall cease all use of the Services and Documentation immediately on receipt of Customer's notice; and (ii) provided that Customer fully complies with its post-termination obligations set forth in these Terms and Conditions, Provider shall promptly refund to Customer, on a *pro rata* basis, the share of any Service Fees prepaid by Customer for the infringing Services.

**11.3 Sole Remedy for Infringement Claims.** THIS FOREGOING SECTIONS OF THIS ARTICLE 11 SET FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED INFRINGEMENT CLAIM.

**11.4 CUSTOMER INDEMNITY.** CUSTOMER AGREES TO INDEMNIFY PROVIDER AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, VENDORS, AGENTS, REPRESENTATIVES, CUSTOMERS, SUCCESSORS AND/OR ASSIGNS (COLLECTIVELY "PROVIDER GROUP") FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM, OR RELATING TO CUSTOMER'S USE OF THE SERVICES, THE PROVIDER MATERIALS, THE PROVIDER SYSTEMS, OR PROVIDER'S PROFESSIONAL SERVICES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR (A) BODILY INJURY OR DEATH SUFFERED BY CUSTOMER, ITS AFFILIATES, AND ITS CLIENTS (INCLUDING ANY OF ITS OR THEIR CO-WORKING, NON-WORKING, OPERATING AND ANY OTHER INTEREST OWNERS), LESSORS AND CO-LESSEES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS (OF ANY TIER), CONSULTANTS, VENDORS, AGENTS, REPRESENTATIVES, INVITEES, SUCCESSORS AND/OR ASSIGNS ("CUSTOMER GROUP"), (B) DAMAGE TO OR LOSS OF PROPERTY SUFFERED BY ANY MEMBER OF CUSTOMER GROUP, (C) POLLUTION, ENVIRONMENTAL CONTAMINATION, OR CATASTROPHIC LOSS SUFFERED IN CONNECTION WITH ANY COVERED ASSETS FOR OR IN CONNECTION WITH WHICH CUSTOMER USES THE SERVICES, AND/OR (D) ANY DECISION MADE BY CUSTOMER BASED UPON CUSTOMER'S USE OF OR RELIANCE UPON THE SERVICES OR PROVIDER'S PROFESSIONAL SERVICES, INCLUDING ANY DRILLING, WELL TREATMENT, PRODUCTION OR OTHER FINANCIAL DECISION MADE BY CUSTOMER.

## **12. LIMITATIONS OF LIABILITY.**

**12.1 Waiver of Consequential Damages.** Notwithstanding any provision of these Terms and Conditions to the contrary, except for: (a) Provider claims with respect to fees or compensation due it under any and all Orders or Statements of Work; or (b) damages for breaches of a Party's obligations with respect to the other Party's Confidential Information or Intellectual Property Rights, neither Party shall be liable to the other for, and each Party hereby releases the other Party from and against any and all Claims for Consequential Damages (as hereinafter defined). For purposes of the foregoing, the term "Consequential Damages" shall mean and include (i) any and all indirect, incidental, special, punitive, exemplary, or consequential damages or consequential losses of any nature whatsoever (whether or not foreseeable), and (ii) damages or losses, whether direct or indirect, for lost product or production, lost profit or revenue, loss of data, reservoir loss or damage, lost business, loss of or inability to use property and equipment, losses from business interruptions, losses resulting from failure to meet other contractual commitments or deadlines, or losses from downtime of rigs, vessels or facilities.

**12.2 CAP ON MONETARY LIABILITY.** SUBJECT TO THE PROVISION OF THESE TERMS AND CONDITIONS LIMITING PROVIDER'S RESPONSIBILITY FOR BREACH OF WARRANTY CLAIMS, PROVIDER'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF, OR IN ANY WAY RELATING TO, THESE TERMS AND CONDITIONS, CUSTOMER'S USE OF THE SERVICES, PROVIDER MATERIALS, OR PROVIDER SYSTEM, OR PROVIDER'S PERFORMANCE OF PROFESSIONAL SERVICES, WHETHER SOUNDING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY AND BREACH OF STATUTORY DUTY), AT LAW OR IN EQUITY, SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER IN THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER OR STATEMENT OF WORK IN CONNECTION WITH WHICH THE LOSS OR DAMAGE WAS SUSTAINED OR THE CLAIM ASSERTED (THE "LIABILITY CAP"), AND CUSTOMER HEREBY RELEASES PROVIDER FROM, AND AGREES TO INDEMNIFY PROVIDER AGAINST, ANY SUCH LIABILITY IN EXCESS OF THE LIABILITY CAP.

## **13. LAWS AND REGULATIONS**

### 13.1 Trade Compliance.

- (a) Provider hereby advises Customer that Provider cannot participate in transactions involving any Sanctioned Country (as hereinafter defined) or with any entity known to be organized in, or owned or controlled by a national of, a Sanctioned Country (a “**Restricted Party**”). For purposes of the foregoing, a “**Sanctioned Country**” shall mean and include Cuba, Iran, Sudan, North Korea, Syria, the Crimea Region of Ukraine or any other country that may be subject in the future to comprehensive bilateral or multilateral economic sanctions applicable to Provider, including those imposed by the United Nations, the United States and/or the European Union. If in fulfilling any Order or performing any Professional Services Provider is required to engage in any act for the direct or indirect benefit of any Sanctioned Country or Restricted Party, such requirement shall constitute grounds for Providers immediate termination hereunder (and any Order or Statement of Work), and Provider shall not be in breach or default or subject to any liability as a result of such termination.
- (b) Customer shall not, directly or indirectly, sell, provide access to, export, re-export, transfer, divert, loan, lease, consign, transship, transport, or otherwise dispose of any Provider software included with or used in providing Services, Provider Materials, and/or Professional Services to or via: (i) any denied or Restricted Party, as identified on United States, European Commission/EU member state, or similar lists maintained by other governments with jurisdiction over such transactions; (ii) any Sanctioned Country or Restricted Party; or (iii) any Person or destination, or for any activity or end-use restricted by Applicable Laws or regulations (including those applicable to nuclear, missile, chemical, or biological weapons proliferation, military, or money laundering activities) without first obtaining all required Provider and government authorizations. Customer agrees to Indemnify Provider for any and all fines or penalties arising against Provider from Customer’s import, export, re-export, transfer, diversion, loan, lease, consignment or other disposition of Provider Items. If applicable, Customer agrees to complete Provider’s End-user, End-use, End-destination Declaration (“**EUD**”) whenever requested by Provider.

13.2 **Ethics, Anticorruption and Antiboycott.** Provider conducts its worldwide operations ethically and in compliance with the anti-corruption laws of the United States, the United Kingdom, and the other nations in which it operates, including adhering to prohibitions against bribery. Notwithstanding anything to the contrary in these Terms and Conditions, neither Party shall be required to take any action prohibited or penalized by, or to refrain from taking any action required under the laws of, any applicable domestic or foreign jurisdiction relating to international boycotts.

13.3 **Government Rights.** The Services and Documentation use, incorporate or reference “commercial computer software” and “commercial computer software documentation”, respectively, as such terms are used in FAR 12.212. Any use, duplication or disclosure of the Services or the Documentation by or on behalf of the U.S. Government is subject the restrictions set forth herein.

14. **FORCE MAJEURE.** Neither Party shall be considered in breach of these Terms and Conditions (excluding the obligation of Customer to pay Provider hereunder, Orders and Statements of Work) if prevented from performing due to an event of Force Majeure. For purposes of these Terms and Conditions, “**Force Majeure**” means any act or event that renders it wholly or partially impossible for the affected Party to perform its obligations under these Terms and Conditions or any Order or Statement of Work or delays such affected Party’s ability to do so, when such act or event: (a) is beyond the reasonable control of the affected Party, (b) is not due to the fault or negligence of the affected Party, and (c) could not have been avoided by the affected Party by the exercise of reasonable diligence. If any period of Force Majeure preventing performance hereunder continues for more than thirty (30) days, either Party may terminate the effected Order by giving five (5) days written notice to the other Party. Provider shall be paid for all Services provided or Professional Services performed to the date of termination and any other reasonable costs incurred as a result of such termination. In allocating the risk of delay or failure of performance of their respective obligations under these Terms and Conditions by reason of an event of Force Majeure, the Parties have not taken into account the possible occurrence of any particular acts or events beyond their control, irrespective of whether such acts or events were foreseeable as of the Effective Date of these Terms and Conditions.

15. **RELATIONSHIP OF THE PARTIES.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**16. ASSIGNMENT; CHANGE OF CONTROL; TRANSFER OF COVERED ASSETS.**

**16.1 No Assignment.** Customer shall have no right to assign or transfer these Terms and Conditions, an Order, a Statement of Work, or any rights to use the Services or the Documentation, in whole, or in part, to any Third Party without Provider's express prior written consent. **ANY ATTEMPT BY CUSTOMER TO ASSIGN OR TRANSFER THESE TERMS AND CONDITIONS, AN ORDER, A STATEMENT OF WORK, OR ANY RIGHTS TO USE THE SERVICES OR DOCUMENTATION WITHOUT SUCH CONSENT WILL BE NULL AND VOID, AND ENTITLE PROVIDER TO EXERCISE ANY AND ALL REMEDIES AVAILABLE TO PROVIDER UNDER THIS AGREEMENT.** These Terms and Conditions shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

**16.2 Effect of a Change of Control or Transfer of Covered Assets.**

- (a) If Customer undergoes a Change of Control or a Transfer of Covered Assets (as both terms are hereinafter defined), Customer shall promptly notify Provider thereof, in writing. Customer will be deemed to have undergone a **"Change of Control"** if: (a) Customer or Affiliates of Customer owning or Controlling all or substantially all of the Covered Assets are acquired in a transaction in which a Person that was not an Affiliate of Customer prior to said transaction Controls Customer or said Affiliates upon completion of the transaction and will continue using Provider's Services for the benefit of the Covered Assets following closing of the transaction; or (b) all or substantially all of the Covered Assets are "spun-off" to form or create a new public or private entity not Controlled by Customer or an Affiliate of Customer and that new public or private entity will continue using Provider's Services for the benefit of the Covered Assets following the closing of the transaction. Customer will be deemed to have undergone a **"Transfer of Covered Assets"** if there has not been a Change of Control and (a) Customer or an Affiliate transfers Covered Assets to a Third Party, and that Third Party will continue to use Provider's Services for the benefit of the Covered Assets following closing of the transaction; (b) it assigns or transfers (with Provider's consent) any part of these Terms and Conditions or its rights hereunder, such that a Third Party becomes a transferee, assignee, or successor-in-interest of Customer's rights or interests hereunder; or (c) an Affiliate of Customer which owns or operates Covered Assets is acquired by a Third Party in a transaction and the acquiring Third Party will continue to use Provider's Services following closing of the transaction.
- (b) No Third Party gaining Control of Customer as a result of a Change of Control or obtaining or acquiring Covered Assets as part of a Transfer of Covered Assets or the acquisition of a Customer Affiliate which owns or operates Covered Assets (each a **"Transferee"**) shall have any rights in or under these Terms and Conditions or any Order following or pursuant to a Change of Control or Transfer of Covered Assets unless, within thirty (30) days of the Change of Control or Transfer of Covered Assets, Provider has been paid (i) a transfer fee equal to \_\_\_\_\_ (the **"Transfer Fee"**). For the avoidance of doubt, the rights and interest of Customer hereunder shall inure to the benefit of the Transferee following a Change of Control or Transfer of Covered Assets (and the duties, obligations and responsibilities of Customer hereunder shall be and become fully binding upon such Transferee) if and when, and only if and when, Provider has received written notice of the Change of Control or Transfer of Covered Assets and the applicable Transfer Fee. If Provider has not received the Transfer Fee within thirty (30) days of the effective date of a Change of Control, Provider may (a) disable the Customer's and the Transferee's access to and use of the Services, with no liability whatsoever (including by means of a Provider Disabling Device); and Customer shall comply with the provisions of **Section 9.4 above**. If Provider has not received the Transfer Fee within thirty (30) days of the effective date of a Transfer of Covered Assets, then the Transferee shall have no right to use the Services (or any rights or interest in or under these Terms and Conditions) and Provider may take such actions and seek any damages against Transferee available to it at law or in equity to prevent the use of the Services by the Transferee.
- (c) Customer may continue to use the Services for the benefit of the Transferee in the event of a Transfer of Covered Assets for a period no longer than thirty (30) days following the effective date of the Transfer of Covered Assets (the **"Transition Period"**). Customer shall continue to be responsible for all Service Fees due or becoming due during the Transition Period. Following the Transition Period, the Transferee must enter into its own Master Hosted Software Services Agreement or Master Hosted Software Services Terms and Conditions with Provider if it intends to continue to use the Services.

**17. NOTICES.** All notices, notifications, requests, consents, directions, instructions, and other communications required or permitted to be given under these Terms and Conditions (**"Notices"**) shall be in writing and shall be deemed to have been duly given if delivered: (a) in person, by courier or by overnight delivery service, with independent proof of delivery, or (b) via

confirmed email as indicated below. Unless otherwise specified herein (such as Notices to be delivered to a Party's Representative) Notices shall be addressed to the Party at the address set forth below:

If to Provider, to:

Weatherford U.S., L.P.  
2000 St. James Place  
Houston, Texas 77056  
Attention: General Counsel  
Email: legal.contracts@weatherford.com

If to Customer, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

or to such other physical or email address(es) and to the attention of such other Person(s) as either Party may designate by Notice given in accordance with the foregoing requirements.

**18. GOVERNING LAW; VENUE; JURY WAIVER; ATTORNEYS' FEES**

**18.1 Governing Law and Venue.** These Terms and Conditions and all Orders and Statements of Work shall be governed, construed and interpreted in accordance with the laws of the State of Texas, without regard to any choice of laws or conflict of laws provisions which would direct the application of the laws of another jurisdiction. Venue for any litigation filed with respect to these Terms and Conditions or any Order or Statement of Work shall be exclusive in the courts, state or federal, sitting in Houston, Harris County, Texas.

**18.2 Jury Waiver.** TO THE EXTENT ALLOWED BY THE GOVERNING LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THIS AGREEMENT OR ANY ORDER, OR ANY STATEMENT OF WORK. Nothing herein shall prohibit a Party from availing itself of a court of competent jurisdiction for the purpose of injunctive relief.

**18.3 Attorneys' Fees.** In the event either Party institutes suit to enforce any right or obligation against the other arising from or incidental to these Terms and Conditions, any Order, and/or any Statement of Work, the prevailing Party shall be entitled to recover, in addition to any damages or other relief awarded to it, reasonable attorney's fees, court costs, fees of testifying experts or consultants, and other expenses related thereto.

**18.4 IF CUSTOMER IS OWNED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY ANY COUNTRY OR SOVEREIGN, OR IS AN AUTHORITY OR AGENCY OF ANY COUNTRY OR SOVEREIGN, THEN CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS AND IMMUNITIES, INCLUDING WITHOUT LIMITATION, ANY IMMUNITIES FROM LAWSUITS, CLAIMS, PREJUDGMENT SEIZURE, ARREST OR ATTACHMENT IT MAY HAVE UNDER THE FOREIGN SOVEREIGN IMMUNITIES ACT OF 1976 (28 USC SECTION 1602, ET SEQ.), AS AMENDED, OR ANY SIMILAR TYPE OF STATUTE, LAW, RULE OR REGULATION OF ANY COUNTRY OR SOVEREIGN.**

**19. SEVERABILITY.** If any term or provision herein is found to be inconsistent with or contrary to Applicable Law or public policy, same shall be deemed to be modified to the extent required to comply with Applicable Law or public policy (it being the intention of the Parties to enforce to the fullest extent all terms herein) and as so modified, these Terms and Conditions shall continue to be in full force and effect. In the event such term or provision cannot be deemed or modified automatically, the Parties shall attempt to reach agreement on a conforming modification to such term or provision. In the event any such term or provision cannot be modified to comply with Applicable Law, then said term or provision shall be deemed to be deleted from these Terms and Conditions and the remaining terms and conditions shall remain in full force and effect.

**20. ENTIRE TERMS AND CONDITIONS.** These Terms and Conditions (including any Order or Statement of Work entered into by the Parties hereunder), and, if applicable, any Master Software License and Services Agreement entered into between the Parties, embodies the entire agreement between the Parties with respect to the Services, Provider Materials, and/or Provider's performance of Professional Services for Customer from and after the Effective Date, and supersedes and replaces all prior or other service or software license or other agreements existing between Provider (and/or any of its Affiliates) and Customer with respect to the Services and Provider's performance of Professional Services relating thereto.

**21. INTERENAL REFERENCES.** The Article and Section headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and Conditions.

22. **AMENDMENT; COUNTERPART EXECUTION.** No amendments or modifications to these Terms and Conditions shall be effective unless in writing signed by an authorized officer of each Party. Each Party acknowledges that it was provided an opportunity to seek advice of counsel and as such these Terms and Conditions shall not be strictly construed against the drafter.
23. **WAIVER OF TERMS.** No waiver by a Party of any of the terms, provisions, or conditions hereof shall be effective unless said waiver shall be in a writing signed by an authorized officer of the Party against whom the waiver is sought to be enforced. The failure of either Party to enforce any term, provision or condition herein shall in no manner affect the right to enforce the same at a later time, and the waiver by either Party of any breach of any term, provision or condition herein shall not be construed to be a waiver by such Party of any subsequent or succeeding breach of such term, provision or condition or a waiver by such Party of any breach of any other term, provision or condition.
24. **ACCEPTANCE OF TERMS AND CONDITIONS.** The Parties acknowledge that there are indemnities and limitations of liability expressed throughout this Agreement, whether or not so indicated with different typeface or heading. The parties expressly acknowledge that they have reviewed, negotiated and received notice of said indemnities, limitations of liability and all other terms of this Agreement.



## SCHEDULE A

### SERVICE ORDER FORM

This Service Order ("**Order**") is made and entered into by and between Weatherford U.S., L.P. on behalf of itself and its Affiliates ("**Provider**") and \_\_\_\_\_ ("**Customer**") pursuant to that certain Master Hosted Software Services Terms and Conditions dated \_\_\_\_\_ ("**Master Terms and Conditions**") and shall be effective as of the Effective Date specified below.

Terms not defined herein shall have the meaning assigned to them in the Master Terms and Conditions.

In the event of a conflict between the terms and conditions of this Order and the Master Terms and Conditions, the Master Terms and Conditions shall govern and control for all purposes.

#### **[SINGLE SERVICE FORMAT]**

<b>NAME OF SOFTWARE SERVICE:</b>	<i>[e.g. ForeSite™ - Surveillance &amp; Production Optimization (RRL Only)]</i>
<b>SERVICE PROVIDER:</b>	Weatherford U.S., L.P.
<b>CUSTOMER:</b>	<i>[exact name of Customer company and DBA (if any)]</i>
<b>SCOPE OF ACCESS/USE:</b>	<i>[e.g., n of Authorized Users]</i>
<b>DESIGNATED SITE(S):</b>	<i>[Customer site(s) or facilities from which Customer may access the Service]</i>
<b>EFFECTIVE DATE:</b>	Date the Service is fully available for all designated Wells
<b>TERM :</b>	<i>[State term and renewal; Master Terms and Conditions states 1 year and annual renewal]</i>
<b>SERVICE LEVEL ALLOCATION:</b>	<i>[e.g., n of Wells]</i>

<b>SET UP FEES*:</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Discount</b>	<b>Customer Set Up Fee</b>
Host & Server Set Up Fee				\$ _____
Citrix License				\$ _____
User Login Account (X pack)				\$ _____
Well Surveillance Set Up				\$ _____
	Set Up Fee – <i>[Name of Service]</i>			\$ _____

<b>ANNUAL SERVICE FEE**:</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Annual Service Fee</b>
<i>[e.g. ForeSite™ (RRL Only)]:</i>	\$ _____/Well		\$ _____

\* THE SETUP FEE WILL BE INVOICED UPON COMPLETION OF SERVICE SETUP, AND IS PAYABLE UPON RECEIPT OF INVOICE

\*\* THE SERVICE FEE IS PAYABLE ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY, IN ADVANCE

#### **[MULTIPLE SERVICES FORMAT]**

<b>NAME OF SOFTWARE SERVICE:</b>	<i>[e.g., CygNet® version 1.0, ForeSite™, etc.]</i>
<b>SERVICE PROVIDER:</b>	Weatherford U.S., L.P. <i>[or WFT Affiliate - e.g. CygNet, Inc., Visual Systems, Inc., etc.]</i>
<b>CUSTOMER:</b>	<i>[exact name of Customer company and DBA (if any)]</i>
<b>SCOPE OF ACCESS/USE:</b>	<i>[e.g., n of Authorized Users]</i>
<b>DESIGNATED SITE(S):</b>	<i>[Customer site(s) or facilities from which Customer may access the Service]</i>
<b>EFFECTIVE DATE:</b>	Date the Service is fully available for all Covered Assets <i>[or state otherwise]</i>



<b>TERM :</b>	<i>[State term and renewal; Master Terms and Conditions states 1 year and annual renewal]</i>
<b>SERVICE LEVEL ALLOCATION:</b>	<i>[Describe limits of use such as data, bandwidth, etc.]</i>
<b>SET UP FEE*:</b>	\$ _____
<b>ANNUAL SERVICE FEE**:</b>	\$ _____ (payable <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually, in advance)

<b>NAME OF SOFTWARE SERVICE:</b>	<i>[e.g., CygNet® version 1.0, ForeSite™, etc.]</i>
<b>SERVICE PROVIDER:</b>	<i>Weatherford U.S., L.P. [or WFT Affiliate - e.g. CygNet, Inc., Visual Systems, Inc., etc.]</i>
<b>CUSTOMER:</b>	<i>[exact name of Customer company and DBA (if any)]</i>
<b>SCOPE OF ACCESS/USE:</b>	<i>[e.g., n of Authorized Users]</i>
<b>DESIGNATED SITE(S):</b>	<i>[Customer site(s) or facilities from which Customer may access the Service]</i>
<b>EFFECTIVE DATE:</b>	<i>Date the Service is fully available for all Covered Assets [or state otherwise]</i>
<b>TERM :</b>	<i>[State term and renewal; Master Terms and Conditions states 1 year and annual renewal]</i>
<b>SERVICE LEVEL ALLOCATION:</b>	<i>[Describe limits of use such as data, bandwidth, etc.]</i>
<b>SET UP FEE*:</b>	\$ _____
<b>ANNUAL SERVICE FEE**:</b>	\$ _____ (payable <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually, in advance)

<b>NAME OF SOFTWARE SERVICE:</b>	<i>[e.g., CygNet® version 1.0, ForeSite™, etc.]</i>
<b>SERVICE PROVIDER:</b>	<i>Weatherford U.S., L.P. [or WFT Affiliate - e.g. CygNet, Inc., Visual Systems, Inc., etc.]</i>
<b>CUSTOMER:</b>	<i>[exact name of Customer company and DBA (if any)]</i>
<b>SCOPE OF ACCESS/USE:</b>	<i>[e.g., n of Authorized Users]</i>
<b>DESIGNATED SITE(S):</b>	<i>[Customer site(s) or facilities from which Customer may access the Service]</i>
<b>EFFECTIVE DATE:</b>	<i>Date the Service is fully available for all Covered Assets [or state otherwise]</i>
<b>TERM :</b>	<i>[State term and renewal; Master Terms and Conditions states 1 year and annual renewal]</i>
<b>SERVICE LEVEL ALLOCATION:</b>	<i>[Describe limits of use such as data, bandwidth, etc.]</i>
<b>SET UP FEE*:</b>	\$ _____
<b>ANNUAL SERVICE FEE**:</b>	\$ _____ (payable <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually, in advance)

**SERVICE FEE SUMMARY:**

NAME OF SOFTWARE SERVICE	ANNUAL SERVICE FEE	SERVICE FEE DISCOUNT	NET SERVICE FEE**
			\$ _____.
			\$ _____.
			\$ _____.
<b>Total Net Service Fees:</b>			\$ _____.

\* ALL SETUP FEES WILL BE INVOICED UPON COMPLETION OF SERVICE SETUP, AND ARE PAYABEL UPON RECEIPT OF INVOICE

\*\* ALL SERVICE FEES ARE PAYABLE ANNUALLY, IN ADVANCE, UNLESS OTHERWISE NOTED.

**CUSTOMER CONTACT AND BILLING INFORMATION:**

Main Address; Primary Contact	Billing Address
_____	_____
_____	_____
_____	_____

Contact: _____ Phone: _____ Fax: _____ Email: _____	Contact: _____ Phone: _____ Fax: _____ Email: _____
Customer Technical Contact	Delivery Method / Address
_____ _____ _____  Contact: _____ Phone: _____ Fax: _____ Email: _____	_____ _____ _____  Contact: _____ Phone: _____ Fax: _____ Email: _____

**IN WITNESS WHEREOF**, the Parties have executed this Service Order as of the Effective Date. By their signatures below, each of the signatories to this Order represents that he or she has the authority to execute this Order and to bind the Party on whose behalf his or her execution is made.

<b>Provider:</b> <b>Weatherford U.S., L.P.</b>	<b>Customer:</b> _____
<b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____	<b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____