

<u>NOTICE</u>: READ THIS CAREFULLY BEFORE DOWNLOADING, INSTALLING, COPYING OR USING ANY WEATHERFORD SOFTWARE. THESE TERMS AND CONDITIONS CONTAIN INDEMNITIES AND WARRANTY EXCLUSIONS.

SOFTWARE TRIAL LICENSE TERMS AND CONDITIONS

THIS TRIAL SOFTWARE LICENSE TERMS AND CONDITIONS (**"TERMS AND CONDITIONS**") IS ENTERED INTO BY AND BETWEEN WEATHERFORD WORLDWIDE HOLDINGS GMBH, A SWISS LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS AT BAHNHOFSTRASSE 1, BAAR, 6340, SWITZERLAND, ON BEHALF OF ITSELF AND EACH/ANY OF ITS AFFILIATES EXECUTING THESE TERMS AND CONDITIONS AND IDENTIFIED AS **"LICENSOR**" IN **SCHEDULE A** ATTACHED HERETO, AND THE ENTITY ACCEPTING THESE TERMS AND CONDITIONS AND IDENTIFIED AS **"LICENSEE**" IN **SCHEDULE A** ATTACHED HERETO. LICENSEE HEREBY ACCEPTS: DOWNLOADING, INSTALLING AND USING THE SOFTWARE (AS DEFINED BELOW) SUBJECT TO THESE TERMS AND CONDITIONS INDICATES LICENSEE'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. READ ALL OF THE TERMS AND CONDITIONS HEREUNDER PRIOR TO DOWNLOADING, INSTALLING OR USING THE SOFTWARE. IF LICENSEE DOES NOT ACCEPT THESE TERMS, LICENSEE MAY NOT DOWNLOAD, INSTALL, COPY OR OTHERWISE USE THE SOFTWARE. LICENSEE MAY NOT USE, COPY, MODIFY OR TRANSFER THE SOFTWARE OR DOCUMENTATION (AS DEFINED BELOW) OR ANY COPY THEREOF, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

1. License Grant; Limitation on Use and Audit.

- 1.1 License Grant. Subject to these Terms and Conditions herein, Licensor hereby grants Licensee a nonexclusive, non-transferable, non-sublicenseable, revocable license to use the software program, dedicated computer and/or web service identified on Schedule A attached hereto (the "Software") and, if applicable, the accompanying on-line and/or built-in read-me and help files (the "Documentation") solely for Licensee's internal business purposes and for non-commercial (e.g., not for resale, rental, sublicensing or the like), evaluation purposes solely. Licensee may use the Software on the number of computers expressly licensed to Licensee by Licensor. For clarification, the Software and Documentation are being licensed, not sold, to Licensee. The term "Software" may include updates of the Software licensed on a trial basis to Licensee by Licensor under these Terms and Conditions, but no right to receive updates, new versions or Documentation is granted herein. The computer(s) on which the Software is accessed, downloaded, installed, copied and/or used must be located in the United States and its territories and may not be exported or otherwise installed in any other country without the written consent of Licensor, and Licensee agrees to release, indemnify, defend and hold harmless Licensor for any and all fines or penalties arising against Licensor from Licensee's import, export, re-export, transfer, diversion, loan, lease, consignment or other disposition of the Software. This Software is "in use" on a computer when it is loaded into the temporary memory (e.g., RAM) and attaches to either a machine-specific license file or to license-serving mechanism that accurately tracks users against the number of licenses issued to Licensee. Licensee may not redistribute the software to entities other than the named Licensee. Licensee agrees to use reasonable efforts to prevent and protect the contents of the Software and Documentation from unauthorized disclosure or use. Licensor reserve all rights not expressly granted to Licensee.
- 1.2 Limitation on Use. In consideration of the foregoing license grant, Licensee may not, and shall not permit a third party to, rent, lease, sell or otherwise transfer, sublicense or distribute copies of the Software or Documentation to others. Licensee may not attempt to circumvent any applicable configuration or usage limitations through any means, such as by using virtualization, multiplexing, branching, or pooling technology to effectively extend the number of installations of the Software on Licensee's systems or the number of end users having access to the Software's functionality. Licensee may not modify or translate the Software or the

Documentation without the prior written consent of Licensor, which Licensor shall have no obligation to grant or provide. Licensee may not modify, create derivative works from, publicly display, publicly perform, or sublicense the Software. Licensee may not reverse assemble, reverse compile or otherwise attempt to derive or create the source code from the Software. Licensee may not use Licensor's name or other trademarks or refer to Licensor or Licensor's products directly or indirectly in any papers, articles, advertisements, sales presentations, news releases or releases to any third party without the prior written approval of Licensor for each such use, which Licensor shall have no obligation to grant or provide. Licensee may not release the results of any performance or functional evaluation of the Software to any third party without prior written approval of Licensor for each such release, which Licensor shall have no obligation to grant or provide. In no instance shall Licensee use the Software to provide services to any third party. Without limiting any of the license restrictions or limitations set forth above, Licensee assumes full responsibility and liability for, and agrees to indemnify and hold harmless Licensor against, any claims, demands, damages, losses, costs or expenses (including attorneys' fees) arising out of or resulting, directly or indirectly, from its deployment or use of the Software, including any of the foregoing arising or resulting from the violation of any laws, regulations, or third-party intellectual property rights. For the purposes of these Terms and Conditions, an "Affiliate" shall mean, in relation to either party, any corporation, limited liability company, partnership, proprietorship, joint venture, after-acquired entity or other entity directly or indirectly controlled by, controlling, or under common control with that party at the Effective Date specified in Schedule "A" herein.

- 1.3 **Audit.** Licensor may audit Licensee's use of the Software. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software in violation of these Terms and Conditions, Licensee will reimburse Licensor for the reasonable cost of the audit.
- 2. <u>Backup and Transfer</u>. Licensee may make a single copy of the Software for backup purposes only, but Licensor's copyright notice must be included. Licensee may not sublicense, assign, delegate, rent, lease, service-bureau, time-share or otherwise transfer the Software or its rights under these Terms and Conditions or any of the related rights or obligations for any reason. Any attempt to make any such sublicense, assignment, delegation or other transfer by Licensee shall be void. Licensee may physically transfer the Software from one computer to another, provided that Licensee does not retain any copies of the Software (other than a single back-up copy), including any copies stored on a computer.
- 3. <u>Copyright.</u> The Software and related Documentation are copyrighted by Licensor and its licensors. Licensee may not copy the Software except to provide a backup copy and to load the Software into the computer as part of executing the Software. Licensee may make one copy of the Documentation and print one copy of any on-line documentation or other materials provided to Licensee in electronic form. Any and all other copies of the Software and any copy of the Documentation made by Licensee are in violation of these Terms and Conditions.
- 4. <u>Ownership</u>. Licensee acknowledges that the Software and Documentation belong to Licensor. Licensee acknowledges that it does not own and will not acquire any claim or right of ownership to the Software or Documentation. Licensor retains all right, title and interest, including all patent applications and disclosures, copyright rights, trade secret rights, and other intellectual property rights (collectively, "Licensor Intellectual Property Rights") in and to the Documentation and all permitted copies and the Software and all permitted copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. These Terms and Conditions are not a sale of the original or any subsequent copy. Furthermore, Licensor Intellectual Property Rights includes discoveries, inventions, developments and/or improvements to the Software and Documentation whether patentable or not, including without limitation, Licensee's feedback to or use of the Software of any kind, object code, source code, know-how, data interpretation, data transformation and derivatives of any of the foregoing.
- 5. **DISCLAIMER OF WARRANTY.** THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED FOR EVALUATION

PURPOSES ONLY. CONSEQUENTLY, LICENSEE ACCEPTS THE SOFTWARE "AS IS," AND LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE COMPATIBILITY WITH THIRD PARTY COMPONENTS, OR THAT THE SAME ARE FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND LICENSEE AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. UNDER THESE TERMS AND CONDITIONS, ALL RISK OF QUALITY AND PERFORMANCE OF THE SOFTWARE AND THE DOCUMENTATION IS WITH THE LICENSEE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS AND CONDITIONS. LICENSOR WARRANTS THAT IT OWNS THE SOFTWARE AND, TO THE EXTENT IT DOES NOT, HAS THE RIGHT TO SUB-LICENSE THE SOFTWARE TO LICENSEE FOR THE USE SET FORTH HEREUNDER.

6. **<u>CONFIDENTIALITY.</u>**

- 6.1 **Definition.** "Confidential Information" means: (a) the Software, Documentation, and any features, results or output produced by, and other information relating to the Software (including, without limitation, all feedback from Licensee); (b) any business or technical information of Licensor, including but not limited to any information relating to Licensor's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by Licensor as "confidential" or "proprietary"; and, (c) portions of the Software, including, without limitation, the executable code, source code, object code and the specific design and structure of individual modules or programs, which Licensee acknowledges and agrees constitutes or contains trade secrets of Licensor.
- 6.2 **Restrictions.** Subject to the exclusions set forth below, Licensee will not use or disclose any Confidential Information to any third party or use Confidential Information except as stated herein. Licensee will use all reasonable efforts to protect Confidential Information from unauthorized use or disclosure, but in no event less than the efforts that it ordinarily uses with respect to its own proprietary information of a similar nature and importance. Licensee may disclose Confidential Information only to those of its employees who have a bona fide need to know such Confidential Information under these Terms and Conditions; provided, that each such employee first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the Confidential Information that comes to the Licensee's attention. If applicable, Licensee will give the Licensor prompt notice of any such legal or governmental demand and reasonably cooperate with the Licensor in any effort to seek a protective order or otherwise to contest such required disclosure.
- 6.3 **Injunction.** Licensee acknowledges that its breach of this Section would cause the Licensor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy available to Licensor, the Licensor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 7. <u>LIMITATION OF REMEDIES</u>. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND OR OTHER RELIEF ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, INSTALLATION, LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE OR ACCOMPANYING DOCUMENTATION, OR FOR ANY ERROR OR DEFECT IN THE SOFTWARE (OR ACCOMPANYING DOCUMENTATION) INCLUDING, BY WAY OF ILLUSTRATION AND WITHOUT LIMITATION, DIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF BUSINESS OR PROFITS OR LOST OPPORTUNITY) OR ANY INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, EVEN IF LICENSOR, ITS LICENSORS OR AN AUTHORIZED LICENSOR DEALER, DISTRIBUTOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR

GROSS NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. LICENSEE HAS ACCEPTED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS AND CONDITIONS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- 8. <u>Governing Law; Dispute Resolution</u>. These Terms and Conditions will be governed by the laws of the State of Texas, without reference to conflicts of laws principles. The parties acknowledge that the state and/or federal courts of Houston, Harris County, Texas, shall be the exclusive forum and venue for resolving any disputed matter. BOTH PARTIES ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY THE GOVERNING LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS. THE PARTIES EXPRESSLY ACCEPT A JUDGE TRIAL. The United Nations Convention on Contracts for the Sale of Goods does not apply to these Terms and Conditions.
- 9. <u>Export Controls</u>. The Software and the underlying information and technology may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Sudan, North Korea, Iran, Syria, the Crimea Region of Ukraine, or any other country or region to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you are accepting the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. LICENSEE INDEMNIFIES, DEFENDS AND HOLDS LICENSOR HARMLESS AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES AND FEES RESULTING FROM OR CAUSED BY (INCLUDING REASONABLE ATTORNEY'S FEES) LICENSEE'S FAILURE TO COMPLY WITH THIS SECTION.

Notwithstanding any other provision, neither party shall take or be required to take or refrain from taking any action prohibited or penalized under the laws of any applicable domestic or foreign jurisdiction relating to international boycotts. Furthermore, Licensee 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.

10. U.S. Government End Users. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire only those rights in the Software and the Documentation that are provided by these Terms and Conditions.

11. Miscellaneous

- 11.1 Assignment; Third Party Beneficiaries. Licensee may not assign or transfer these Terms and Conditions, in whole or in part, by operation of law or otherwise, without the prior written consent of Licensor. Any attempted assignment without such consent will be null and of no effect. Subject to the preceding sentence, these Terms and Conditions shall be binding on and inure to the benefit of the parties and their Affiliates, respective successors and assigns. These Terms and Conditions are intended solely for the benefit of the Parties and their respective Affiliates, successors and assigns.
- 11.2 **Severability.** If any provision of these Terms and Conditions is held invalid or unenforceable by a court of competent jurisdiction, such provision will be reformed by the Parties so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of these Terms and Conditions will remain in full force and effect.
- 11.3 **Waiver.** The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.



- 11.4 **Notices.** All notices required or permitted under these Terms and Conditions will be in writing and delivered in person, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section.
- 11.5 Acknowledgement and Acceptance. Licensor may revise and post updates to these Terms and Conditions from time-to-time, and all Orders will be subject to the most recently posted version of these Terms and Conditions. In accepting Work from Licensor Licensee shall be deemed to have accepted these Terms and Conditions, unless Licensor and Licensee have entered into a separate, written agreement or other contract which governs the Work.

SCHEDULE A

Licensor:	[Weatherford entity]
Licensee:	[customer entity]
Software and Version:	[name of application and version, if applicable]
Computers Licensed:	[a number or description]
Effective Date:	[trial commencement date]
Term:	[number of days or months for trial]
License Fee	[free]