

## TERMS AND CONDITIONS FOR HARDWARE (Sales, Lease, Maintenance and Services)

These terms and conditions together with the Quotation attached executed by both parties, constitute a binding legal agreement between Company and Customer. To the extent the Products contain any External Software, its use is governed by the third party's licensing agreement. To the extent that the Products are provided with any Company software installed, separate terms and conditions will govern Customer's licence of that Company software.

By using the Products, Customer accepts these terms:

### 1.0 Definitions

- 1.1 **"Agreement"** means Quotation signed by Customer and accepted by Company and includes these terms and conditions and any Amendments.
- 1.2 **"Amendment"** means any addendum, modification or supplement to this Agreement signed by the authorised representatives of Company and Customer.
- 1.3 **"Company Software"** means Schlumberger software delivered with the Equipment and/or listed in the Quotation and licensed by Company to Customer in accordance with separate terms and conditions.
- 1.4 **"Confidential Information"** means Documentation, software, equipment or other materials used by Company in the performance of installation, warranty work or Services; Equipment design information; Company supplied printed materials; visually transmitted information; and any modifications or components thereof, whether made by Company or Customer; and other trade secrets, confidential or proprietary information, or data exchanges during the provision of any Products or Services.
- 1.5 **"Customer"** means the party indicated in the Quotation.
- 1.6 **"Documentation"** means manuals, handbooks, and other publications in whatever form supplied or provided to Customer in connection with Products or Services.
- 1.7 **"Equipment"** means computer-related hardware, telecommunications hardware, and other equipment that is purchased or leased under this Agreement.
- 1.8 **"External Software"** means stand-alone, off-the-shelf, third party software delivered with the Equipment and/or listed in the Quotation and licensed to Customer by the third party in accordance with the third-party's terms and conditions.
- 1.9 **"Intellectual Property"** means all trademarks or trade names (whether common-law or registered), patents, mask works, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Equipment, related Company software, and Services.
- 1.10 **"Maintenance"** means Company provided Equipment maintenance services, identified in the Quotation.
- 1.11 **"Original Term"** means the initial term of the Equipment lease under this Agreement.
- 1.12 **"Party"** means Company or Customer; "Parties" means Company and Customer.
- 1.13 **"Products"** means the External Software and Equipment provided under this Agreement.
- 1.14 **"Purchase Price"** means the fee payable if Customer exercises any option to purchase leased Products, as specified in the Quotation.
- 1.15 **"Quotation"** means Company's contract form listing the Products to be provided by Customer and any Maintenance and/or Services related to the Products.

- 1.16 **"Services"** means installation, network and/or desktop support services, as identified in the Quotation.

### 2.0 Orders

- 2.1 Company will provide Customer with the Products, Maintenance and Services listed in the Quotation, according to the terms and conditions of the Agreement.
- 2.2 If the Parties fail to execute a Quotation prior to the provision of the Products and Maintenance and/or Services, such provision shall nonetheless be governed by the terms and conditions of this Agreement.

### 3.0 Fees

- 3.1 Prices and fees for Products, Maintenance and Services will be as specified in the Quotation. If the Quotation does not include such fees for Products, Maintenance and Services, the fees will be at the then current prices in Company's price book. Company reserves the right to increase pricing at any time.
- 3.2 For Services, Company may charge a handling fee of 15% for any third-party service providers required, and for other direct reimbursable items, including travel and lodging.
- 3.3 Prices exclude shipping charges.
- 3.4 Subject to complying with this Agreement, after the Original Term, Customer may continue to lease the Products under the terms of this Agreement on a month-to-month basis, at Company's then current lease rates unless otherwise agreed.

### 4.0 Payment

- 4.1. Payments for Products is due thirty (30) days from the date of invoice date. For Equipment being leased subsequent lease payments will be due in advance on the same date each month thereafter.
- 4.2. If Customer requests installation Services at the same time with the request for Products, payment for the Products and Services is due 30 days from installation. Company reserves the right to request payment prior to shipment or installation if Customer's credit becomes unsatisfactory.
- 4.3. Payment for Services is due within thirty (30) days from the date of invoice.
- 4.4. All payments should be made in the currency indicated in the Quotation. If no currency is indicated, U.S. Dollars will apply for all payments in the United States and Euros will apply for all other parts of the world.
- 4.5. If Customer in good faith does not agree with the amount of an invoice and choose to dispute any portion of it, Customer agrees to (i) notify Company within thirty (30) days of receipt of the invoice of the reasons for disputing all or part of it and (ii) promptly pay the non-disputed portion in accordance with this Agreement. The Parties agree that they will work to resolve the dispute in a timely manner. Customer may not set off or withhold payments due on one invoice against fees payable from another invoice. For leased Equipment, failure to pay or dispute any amounts within thirty (30) days of the due date shall give Company the right to possession and removal of the Equipment at any time. The above is without prejudice to any of Company's other rights under this Agreement or at law.

- 4.6. Customer agrees to pay interest on all amounts due and not paid in accordance with this Agreement. Interest will accrue at the higher of 1.5% per month or part thereof or the maximum amount permitted by law. Customer agrees to pay all reasonable and documented costs and attorneys' fees incurred by Company if any unpaid amounts are collected through legal proceedings or by a collection agent.

## 5.0 Cancellation

- 5.1. Customer may only cancel:

- (i) a standard order, no later than 14 days before the date of shipment of the Equipment, and subject to a 15% cancellation and restocking charge based on the total price for the cancelled Equipment, payable within 30 days of notice; and
- (ii) a special order (where Equipment is being specially developed for Customer), before development has begun.

For Equipment ordered from Company suppliers for Customer, the "date of shipment" will be the date Equipment is shipped from the Company supplier(s).

- 5.2. If Customer cancels Services, Customer must pay for all charges associated with Services already performed, and Customer must pay all costs Company has incurred prior to cancellation (including any labor or materials charges).

## 6.0 Shipments, Delivery and Acceptance

- 6.1 Unless otherwise agreed in the Quotation, Products will be shipped FOB point of origin (Incoterms 2010). Customer will be responsible for shipping charges and for procuring insurance, unless otherwise specified. Customer will assume all risks of loss upon Company's delivery to the carrier.

- 6.2 Equipment is deemed accepted upon delivery.

- 6.3 For Equipment being leased a clear bill of lading or express receipt shall serve as conclusive evidence of the quantity and good condition of the Products upon their delivery to a carrier.

## 7.0 Title

- 7.1 For Equipment being purchased, title to the Equipment will pass to Customer upon payment in full. Company will maintain a security interest in purchased Equipment until Customer has paid all charges associated with the purchase. Customer agrees to execute any documents necessary to help Company perfect this security interest.

- 7.2 For Equipment being leased, title to the Equipment remains with Company. Customer may not (i) remove or otherwise obscure any existing labels or markings identifying Company as the owner of the Equipment; or (ii) pledge or otherwise use the Equipment as security or collateral.

## 8.0 Installation

Installation is not included in the Product fees but must be purchased as an extra and listed in the Quotation. If installation Services are ordered, Customer will (i) provide the necessary environment and electrical power supply connections as specified by Company and/or the manufacturer and (ii) will be responsible for transporting the Equipment to the location within Customer's facility.

## 9.0 Option to Purchase

Where the Equipment is leased, if stated in the Quotation, then Customer may purchase the Equipment from Company at any time under a separate Quotation, according to terms and condition agreed to at that time and at the Purchase Price. In order to exercise the purchase option, Customer must have paid in full all invoices issued by Company.

## 10.0 Surrender of Leased Equipment

Unless any option to purchase has been exercised, at the end of the Original Term, or any agreed extension, Customer, at its expense, will

return the leased Equipment to Company by delivering it in the same condition as when delivered to Customer, reasonable wear and tear excepted, to such place or on board such carrier, packaged for shipping as Company may specify. Customer will also remove any computer password protections that would render the system unusable by Company. Customer will be liable for the cost of any repair or replacement if leased Equipment is damaged prior to their receipt, or due to password protections is unusable by Company.

## 11.0 Warranty

- 11.1. **General Equipment Warranty.** Company warrants that the Equipment will function materially in accordance with the Documentation supplied with it. Company's sole liability and Customer's exclusive remedy is the repair or replacement of Equipment which breaches this warranty within a warranty period equivalent to that provided by the third party vendor. However, Company will pass through any greater third party vendor's warranties for Equipment supplied by Company to Customer. Any such Equipment warranties will be described in a limited warranty statement shipped with the Equipment, contained on the third party vendor's web portal, or as publicly announced by the third party vendor.

Any claim by Customer pursuant to the warranty will be made immediately upon discovery and confirmed to Company in writing within eight (8) days. Defective items must be held for inspection or returned to Company's or third party vendor's facility, at Company's request. Company has the right to determine the cause of any defect. Except where the warranty claim is agreed by Company and/or the third party vendor, Customer will pay all costs, including transportation costs incurred to return, repair or replace Equipment. Purchased Equipment returned to Company for which Company provides replacement under this warranty will become the property of Company.

- 11.2. **External Software.** Customer accepts any External Software "As Is" and under no warranty from Company. However, Company will pass through any applicable third party vendor's warranties for External Software supplied by Company to Customer as the end user, and Customer agrees that this is its exclusive remedy.

- 11.3. **Maintenance & Services.** Company will use reasonable efforts to provide Maintenance & Services in a professional and diligent manner.

- 11.4. **Limitations.** Company's sole responsibility will be to provide the Products, Maintenance and/or Services described in the Quotation. Warranties do not apply to: (a) anything other than Products listed in the Quotation; or (b) use or storage of the Products not in accordance with the Documentation and/or this Agreement; or (c) installation, repair and/or maintenance which have been performed by a party other than Company or authorised by Company; or (d) conditions resulting from causes external to the Products; or (e) conditions resulting from modifications to the Products other than modifications made by Company or Company's service vendor; or (f) conditions resulting from Customer's movement of the Products; or (g) Products from which Company's or Company's contractor serial numbers have been removed.

- 11.5. **Disclaimer of Warranties.** Except as expressly stated herein, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

## 12.0 Ownership and Protection of Confidential Information

- 12.1 All title, ownership and Intellectual Property rights and Confidential Information in and to the Products and any modifications, improvements, enhancements or derivative works of the Products (including any that Customer may make) will vest and remain with Company or Company's licensors or suppliers. This Agreement does not grant Customer any Intellectual Property rights in the Products, any software, Maintenance or Services.

While providing Products, Maintenance or Services to Customer, Company may develop additional expertise, know-how and other

intellectual property which are Company's exclusive property and which Company may freely utilise in providing products, maintenance or services for its other customers. Company does not develop any intellectual property (including copyrights, patents, know-how, and expertise) for ownership by Customer under the Agreement, and Company retains sole ownership of any such items created during the course of providing Products, Maintenance and/or Services hereunder.

- 12.2** The Parties agree to use all reasonable safeguards to protect the other Party's Confidential Information as the Party would protect its own Confidential Information of similar importance, but in no event less than industry standard. The Parties will disclose the Confidential Information only to Customer's employees on a need-to-know basis and, except as is necessary to provide any Services and/or Maintenance, not to any third party without the prior written consent of the disclosing Party. If this Agreement is cancelled or terminated, the receiving Party agrees to immediately return or destroy, at the disclosing Party's direction, all of the other Party's Confidential Information.
- 12.3** The confidentiality obligations contained in this Article 12 do not apply to Confidential Information which is:
- (a) rightfully in a Party's possession prior to the time it is received from the other Party;
  - (b) publicly known without fault of the receiving Party before or after disclosure to it;
  - (c) provided to a Party by a third party who has an authorized and unrestricted right to disclose it;
  - (d) independently developed by either Party without breach of this Agreement or reference to the information provided by the disclosing Party; or
  - (e) is disclosed as required by law following prior written notice to the other Party.

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**The following additional terms and conditions apply where the Quotation includes Maintenance:**

### 13.0 Maintenance Scope

- 13.1** Maintenance is compulsory for Equipment leased and subject to additional fees. Maintenance is optional for purchased Equipment and subject to additional fees. Customer's right to Maintenance is specified in the Quotation.
- 13.2** Customer's right to receive Maintenance for the Equipment is subject to its compliance with the terms of this Agreement and Customer's payment of all applicable fees. Company will perform Maintenance at Customer's site and only on the Equipment identified by its serial number and as specified in the Quotation.
- 13.3** Maintenance includes parts and labor to keep the Equipment in good operating condition. Company will, at its option, repair or replace any Equipment component or items that fail as a result of normal use. Any component parts that are removed from the Equipment as part of the Maintenance will become the property of Company. Customer understands that Company, at its sole option, may replace any defective parts with "like" parts and Company does not guarantee to replace any part with exact same part. Company will make reasonable efforts to replace parts with manufacturers approved replacement parts if available from the manufacturer or supplier.
- 13.4** Maintenance also includes access to a telephone answering system for notifying Company of Equipment malfunctions and for requesting emergency assistance.
- 13.5** Customer agrees that it is not allowed to perform or allow any third party to perform any unauthorised maintenance or repair of the Equipment during the Maintenance term. Customer acknowledges that performance of unauthorised maintenance and/or repair services can void supplier's warranty and Company's Maintenance and is not subject to reimbursement.

### 14.0 Maintenance of Moved Equipment

- 14.1** In the event that the Equipment is moved to a site different from that specified in the Quotation, Company will continue to maintain the Equipment at the new site provided that: (a) the new site is within the country of installation and located within reasonable distance of Company's facility which can offer Maintenance; and, (b) all items of the Equipment are located at the new site. Company may at its sole discretion increase its fee for Maintenance to account for the movement to a new site.
- 14.2** If Customer moves the Equipment outside the country of installation or separates items of Equipment that were originally installed together, Company may at its sole discretion either increase its fee for Maintenance to account for these changes or cancel Maintenance.
- 14.3** Customer agrees to give Company at least two weeks' prior written notice of a planned move of the Equipment. The notice will provide details of the new location for the Equipment.
- 14.4** Company can provide de-installation, packing, and re-installation services for an Equipment move at its then-current charges. If Customer moves Equipment, it is responsible for all packing, shipping, insurance, customs, and other such charges related to the move.

### 15.0 Maintenance Exclusions

Company is not obligated to provide Maintenance for Equipment if:

- (a) Customer has improperly used, installed, stored or operated the Equipment or otherwise caused problems created through its fault or negligence;
- (b) the Equipment has been subjected to unusual physical, environmental or electrical stress, or
- (c) Customer has modified or repaired the Equipment without Company's written consent.

Company is not responsible for the compatibility of Equipment, software and/or operating systems.

### 16.0 Maintenance Term

- 16.1** The Maintenance Term for purchased Equipment shall be for an initial term as specified in the Quotation. Upon expiration of the initial term, unless a notice of termination has been received in accordance with this Article 16.1, Maintenance will automatically renew for consecutive, twelve-month terms, and renewal fees will be payable. Either party may terminate Maintenance for purchased Equipment by providing sixty (60) days written notice to the other party, and the termination will be effective at the end of the then current term.
- 16.2** The Maintenance Term for leased Equipment will be for the duration of the lease.

### 17.0 Maintenance Fees

- 17.1** Maintenance fees are separate from Product fees. All Payments for Maintenance are payable in advance. Customer agrees to pay any Maintenance fee invoice within thirty (30) days of the date of invoice. Company may, in its discretion, determine to withhold Maintenance until payment has been received.
- 17.2** Company may increase the Maintenance fees by giving Customer not less than thirty (30) days prior written notice. Increases become effective for the subsequent renewal. Notwithstanding the foregoing, no increase in Maintenance will apply for any period for which Customer has paid in advance.
- 17.3** If Customer's Maintenance for purchased Equipment lapses for any reason, Customer may reinstate lapsed Maintenance by making full payment of the Maintenance fees that would have been due for the lapsed period, and by paying a reinstatement administrative fee of five percent (5%) of the annual Maintenance fees.

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**The following clauses apply to anything ordered under this Agreement:**

### 18.1 Customer Responsibilities

Customer shall provide:

- (a) the necessary environment, electrical power supply connections, and adequate physical facilities for the Equipment within Customer's site;
- (b) reasonable and safe access to the Equipment for Company and its service providers;
- (c) on request and at no charge, storage space for spare parts, documentation, and adequate working space, including normal heat, lighting, ventilation, electrical power, and telephone. Such storage and working space will be within a reasonable distance of the Equipment.

Customer shall be responsible for any/all additional Maintenance or Services costs incurred should Company or its service providers be unable to provide Maintenance or Services because Customer has not provided any of the above.

## 18.2 Company Responsibilities

- (a) Company personnel, while at Customer's site, will comply with Customer's workplace rules and requirements as notified by Customer in writing.
- (b) Company may subcontract its Maintenance or Services obligations for Customer to authorised third-party service providers.

## 19.0 Default and Remedies

**19.1 Customer Default.** Customer will be in default for any material breach of the Agreement, including but not limited to any failure to perform obligations set out in Article 12 (Ownership and Protection of Confidential Information) and failure to meet payment obligations. In the event Customer commits a breach Company may, at its option, suspend the provision of Maintenance to Customer. Additionally, the Parties agree that if Customer violates the provisions set out in Article 12 (Ownership and Protection of Confidential Information), Customer could cause Company irreparable harm. Accordingly, the Parties agree that Company will be entitled to seek timely injunctive relief to prevent any such breach.

**19.2 Company Default.** If Company defaults under this Agreement, Customer agrees to provide (30) days' written notice to Company in order to cure such default. If Company fails to cure such default within the thirty (30) day period, Customer will have the right to pursue all available remedies at law or equity. Any action brought against Company under this Agreement must be brought within twelve (12) months after the cause of action arises.

## 20.0 Patent and Copyright Indemnity

**20.1 Company will defend, or at its option settle any claims, proceeding or action brought against Customer based upon a third party claim that Products supplied by Company or a Service performed by Company constitute a direct infringement of a patent or copyright granted or registered at the effective date of this Agreement in any State which is a signatory to the Berne Convention for the Protection of Literary and Artistic Works resulting from the use of Products or Services in accordance with their intended purpose as specified in Documentation. Company will pay the costs and damages finally awarded against Customer in any such action or proceeding which result from any such claim.**

**20.2 Company's indemnity above is conditional upon Customer giving prompt notice to Company of any claim for infringement and Customer not making any declaration, arrangement or admission in respect of such claims and taking all necessary actions to enable Company to conduct on Customer's behalf any litigation or negotiations related to the claims raised. The foregoing states the Company's entire liability for patent, copyright and trademark infringement.**

**20.3** Should a Product or Service become, or in Company's opinion be likely to become, the subject of a claim of infringement or the like under such patent or copyright laws, Customer will permit Company, at Company's option, to either: (a) procure for Customer the right to continue using the Products or Service, (b) replace or modify the

Product or Service so that it becomes non-infringing (provided the same level of functionality is maintained), or (c) accept the return of the purchased Product and grant Customer a credit for the then depreciated value of the infringing Product, which for the purposes of this Article will be presumed to depreciate by one-third (1/3) of its purchase price per year and/or discontinue the Service and return any prepaid unearned fees.

**20.4 Company will have no liability or obligation to Customer under this Article 20 for any patent or copyright infringement or claim thereof based upon:**

- (a) Company's compliance with Customer's specifications, where such specifications require Company to modify a Product or Service;
  - (b) the combination of the Product or Service with other items or services not furnished or approved in writing by Company;
  - (c) any unauthorised addition to or modification of the Product, or alteration of the Services at the request of Customer: or
  - (d) any use of the Product in the performance of a method or process (practice of a process), except where such practice is solely completed by or within the Product.
  - (e) any use of the Products or Services that does not correspond to the published Documentation.
- Customer will defend and hold Company harmless against any expense, judgment or loss for alleged infringement of any patent, copyright or other proprietary right which results from a claim based upon (a), (b), (c), (d) or (e).

## 21.0 Limitations on Liabilities and Remedies

**21.1 Customer can recover from Company only damages up to the aggregate amount of the fees Customer has paid over the previous 12 month period for the Products, Maintenance or Services that has caused such damages.**

**21.2 The Parties hereby agree to release, protect, defend, indemnify and hold each other harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, resulting from or arising in connection with the Products, Maintenance or Services, including but not limited to those resulting from or arising in connection with: (a) network failures or downtime; (b) security breaches or failures, and/or to the fullest extent permitted by law, (c) indirect, incidental, consequential, special, punitive or other similar damages, and:**

- (i) loss of use;
- (ii) loss of data;
- (iii) loss of revenue, profit, anticipated profit or loss of business;
- (iv) loss of investment; or
- (v) cost of substitute products or services;

whether arising out of or in connection with the performance of the Products, Maintenance or the use of the Services or any deliverables (and anything produced therefrom), regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort (including negligence), strict product liability or any other legal or equitable theory.

These limitations apply even if repair, replacement or a refund for the Products, Maintenance or Services does not fully compensate Customer for any losses and regardless of: (i) whether Company knew of or should have known about the possibility of damages; and/or (ii) if any limited remedy fails in its essential purpose.

**21.3 Customer will protect, indemnify, hold harmless and defend Company of and from any loss, cost, damage, or expense, including attorneys' fees, above or outside Company's limit of liability.**

**21.4 Each Party ("Indemnifying Party") hereby agree to release, protect, defend, indemnify and hold the other Party ("Indemnified Party") and the Indemnified Party's affiliates, contractors (other than Company), clients (other than Customer) and its and their respective officers, directors, employees, agents, and invitees ("Group") harmless from and against any and all liability, claims, demands, proceedings and causes of action resulting from: (a) the death or illness of or injury to any member of the Indemnifying Party's and its Group's personnel, regardless of the cause of such death, illness or injury; and (b) the loss of or damage to the Indemnifying Party's and its Group's property, regardless of the cause of such property loss or damage.**

**21.5 The liability limitations in this Article 21 will apply regardless of whether: (i) Company has been advised of the possibility of the corresponding liability, (ii) the services were intended to prevent the events that gave rise to the claimed liability, or (iii) the claimed liability is based on breach of contract or warranty, negligence (sole or concurrent, active or passive), strict liability, failure of essential purpose or any other legal or equitable theory.**

## 22.0 Force Majeure

Neither party will be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such party. Such events will include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental acts or regulations, fires, communication line failures, power failures, and earthquakes. Force Majeure cannot be used to excuse or delay any payment obligation.

## 23.0 Taxes

Prices listed do not include any local, state, provincial, federal or national sales, use, excise, personal property, value added, import/export, or other similar taxes or duties, which may be assessed in connection with the Products, Maintenance or Services. In the event Company must initially pay such assessments, Customer agrees to reimburse Company within thirty (30) days after receipt of Company's invoice. Taxes based upon Company's income are the sole responsibility of Company.

## 24.0 Applicable Law

(a) **United States.** If Customer acquired the Products in the United States, Texas state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflicts of law principles.

(b) **Outside of the United States.** If Customer acquired the Products in any other country, the laws of the country specified in the Quotation apply and if the Quotation is silent, the laws of England apply regardless of conflicts of law principles.

## 25.0 Arbitration

Any controversy or claim arising out of or relating to the Product, Maintenance or Services covered in the Agreement, or any breach thereof, will be settled by arbitration to be held in the English language at a mutually agreeable location in accordance with the commercial arbitration Rules of the American Arbitration Association (for contracts entered into in the United States) or the International Chamber of Commerce (for contracts outside the United States). Any award rendered by the Arbitrator(s) may include costs against either Party and may be entered into a court of competent jurisdiction for enforcement, but under no circumstances are the Arbitrator(s) authorized or empowered to award special, punitive or multiple damages against either Party.

## 26.0 Miscellaneous

**26.1** Customer may not assign any of Customer's rights or obligations under the Agreement without the express written consent of Company, and, if consent is granted, Customer agrees to be responsible for the assignees strict adherence to all terms and conditions of the Agreement. Company may assign its rights and obligations under the Agreement to any Company affiliated company or to its successor in interest in the event of a merger, corporate reorganization, or sale of all or substantially all of its assets relating to its business to which the Agreement pertains.

**26.2** Customer acknowledges that the third party vendor of Equipment and third party software vendors of External Software are third party beneficiaries to this Agreement and have the right to enforce the terms and conditions of this Agreement as they relate to Equipment and External Software, respectively.

**26.3** From time to time, and with reasonable notice and during normal business hours, Company may audit Customer's books and records, facilities, and authorized computers where the External Software may be located to confirm the appropriate use of the External Software in accordance with the terms of the appropriate license agreement. Audit rights are not intended to extend to the review of Customer's Confidential Information.

**26.4** Customer has been licensed to use the Products in the country where it was delivered to Customer. Because of the country(ies) of origin of the Products, the exportation of the Products to certain countries that are subject to United States, United Nations, European Union or other similar trade sanctions may be prohibited. Customer is responsible for complying with all applicable trade control regulations. Customer's export, transfer, assignment or other movement of the Products in violation of applicable trade control regulations will result in the automatic termination of this Agreement and all rights to use the Products.

**26.5** Customer may not, without first obtaining Company's prior written approval, use any Company or Schlumberger trade names, trademarks, service marks, company names or other trade designations in any of Customer's press releases, advertising literature, or corporate information disclosures (including without limitation financial reports and government regulated information disclosures). Unless required by applicable laws, rules or regulations, neither Party shall issue or publish, or permit any agent or Affiliate to issue or publish, any press releases or otherwise publicise or cause any agent or Affiliate to make any public statements, or otherwise publicise any information with respect to (i) the content of this Agreement, (ii) the work contemplated to be performed under this Agreement, and/or (iii) any transactions or occurrences arising as a result of performance under this Agreement, without the prior written approval of the other Party. Furthermore, the Parties agree to confer with each other prior to any publication of any such information and set forth such agreement in a separate writing.

**26.6** Customer will be liable for the disposal of Equipment sold to Customer under this Agreement in compliance with all applicable regulations, including but not limited to any and all European Union and Waste Electrical and Electronic Equipment Advice regulations.

**26.7** This Agreement supersedes any previous or contemporaneous communications, representations, or agreements by either Company or Customer, whether verbal or written, including any terms and conditions on Customer's order. Customer has not relied upon any representations, oral or written, except as are made in this agreement.

**26.8** In the event that this Agreement is executed in two languages, English will be the controlling language.

**26.9** Any modification or amendment to this Agreement must be in writing and signed by the authorized representatives of Company and Customer.

**26.10** Additional orders subject to this Agreement may be placed by execution by the Parties of additional Quotation(s) expressly referencing the unique contract number indicated on the front of this Agreement.

**26.11** The unenforceability of any provision hereunder will have no effect upon the remaining provisions, which will continue in full force and effect. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith or the arbitrator may modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**26.12** The following provisions are intended to survive the termination or expiration of this Agreement: Articles 12, 20, 21, 24, 25, 26.2, 26.3 and 26.4.