



# Request for Customer Information--US

All information will be held in strict confidence

Legal Name Of Business	_____		
Billing Address	_____		City & State _____ Zip _____
Street Address	_____		City & State _____ Zip _____
Telephone Number	_____	Fax No. _____	
Accounts Payable Contact	_____	Tele No. _____	
Accounts Payable Email Address:	_____		

**Name and Title of Owners, Partners, or Corporate Officers**

Title _____	Name _____	Title _____	Name _____
Title _____	Name _____	Title _____	Name _____

**General Information**

Corporation      Date of Incorporation: \_\_\_\_\_       Partnership (Type: \_\_\_\_\_)       Joint Venture  
    State of Incorporation: \_\_\_\_\_       Sole Proprietorship       Other \_\_\_\_\_

Federal Tax ID No./SSN: \_\_\_\_\_

Length of time in business: \_\_\_\_\_

Parent Co. (if applicable): \_\_\_\_\_

Applicant also associated with: \_\_\_\_\_

Amount of credit requested \$ \_\_\_\_\_

Would the applicant like to receive all invoices by email?  YES  NO

If Yes, provide the centralized Accounts Payable email address: \_\_\_\_\_  
\*Electronic invoicing cannot be sent to a personal inbox.

Has applicant ever filed bankruptcy?  YES  NO      Date: \_\_\_\_\_      Court: \_\_\_\_\_

\*\* To expedite review, please attach most recent yearend audited and most recent quarter unaudited financial statements if available

\*\* Please attach tax exemption, if applicable.

**Trade References (Oilfield related)**

Company	Address	City	State	Zip	Telephone
					Fax #
					Telephone
					Fax #
					Telephone
					Fax #

**Bank Reference(s)**

Financial Institution _____	Telephone No. _____
Address _____	Acct. No. _____
City _____ State _____ Zip _____	Contact _____



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### DISCLOSURE:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex marital status, age (provided the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income is derived from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, Washington, DC 20580

In the event that your application is denied, you may request a statement of the specific reason. A statement of the specific reason for denial of the application will be delivered if requested by you in writing within 60 days of the date you are notified of the denial of the credit application. The statement of reasons will be delivered within 30 days of receipt of your written request. The request for the specific reasons should be addressed to:

Baker Hughes  
ATTN: CREDIT DEPARTMENT  
Accounts Receivable, Credit & Collections  
17015 Aldine Westfield Rd  
Houston, Texas 77073

### TERMS AND CONDITIONS:

The undersigned agrees to the following on behalf of the applicant and also represents that the undersigned is authorized by the applicant to act on behalf of the applicant.

Applicant hereby authorizes Baker Hughes to obtain credit information from any source and authorizes any source to provide Baker Hughes with all credit information it requests.

By signing this application, applicant agrees to be bound by the Baker Hughes Worldwide Terms and Conditions (attached as Exhibit A), for the provision of all services and/or products. In the event that applicant and Baker Hughes (through its direct or indirect subsidiaries) have executed an applicable Master Services Agreement or job specific contract covering the services and/or products to be provided, such Master Services Agreement or job specific contract shall govern in place of the Baker Hughes' Worldwide Terms and Conditions.

In consideration of the extension of credit by Baker Hughes, the undersigned agrees to be bound by all the preceding terms and conditions.

Legal Name of Business

Signature of Authorized Agent :

Title:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE RETURN ALL PAGES VIA FAX (281) 582-5767 OR EMAIL  
ARCCCustomer-CreditMaster@bakerhughes.com**

**EXHIBIT A**

## OFS GENERAL TERMS & CONDITIONS FOR SALE OF PRODUCTS, EQUIPMENT, AND SERVICES

NOTICE: Any provision by Contractor of Products, Equipment, or Services to Company is subject to these Terms and Conditions, which contain clauses that release and indemnify a party from the consequences of its own negligence or other legal fault. Any additional or different terms proposed by Company are expressly objected to and shall not be binding upon Contractor unless expressly accepted in writing by Contractor's authorized representative. Any order for Products, Equipment, or Services shall constitute acceptance of these Terms and Conditions.

### 1. DEFINITIONS

**"Affiliate(s)"** means with respect to either party an entity (including without limitation any individual, corporation, partnership, limited liability company, association, or trust) that directly or indirectly controls, is controlled by, or is under common control with, such party.

**"Applicable Law(s)"** means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement, regulation, judgment, or legislative or administrative action of a competent governmental authority that applies to the provision of Products, Equipment, or Services, whether current or future.

**"Company"** means the entity purchasing Products, Equipment, or Services, and its successors and permitted assigns.

**"Company Group"** means Company, its parent, Affiliates, and in connection with the project to which the Products, Equipment, or Services relate, its joint venture partners, joint interest owners, co-lessees, consortium members, or other partners, customer, and the end user, Site owner, and Site operator; and for all of the above, also its and their contractors and subcontractors of any tier in connection with said project, as well as the shareholders, officers, directors, employees, invitees, agents, insurers, and consultants of all of the foregoing, not including any member of Contractor Group.

**"Company Taxes"** means all existing and future taxes, duties, fees, and other charges of any nature (including, without limitation, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, storage, tariffs, transfer, turnover, value-added taxes ("VAT"), and other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed or assessed by any governmental authority of any country (or any political subdivision thereof) in connection with the execution of the Contract or provision of Products, Equipment, or Services hereunder, but excluding Contractor Taxes.

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

**"Consequential Loss"** means (i) any special, punitive, exemplary, incidental, indirect, or consequential damages or losses under Applicable Law, and (ii) any loss, delay, or interruption of business, profits, revenue, production, or opportunity; loss of product, use, or equipment; Company standby time; rig time; vessel, facility, or equipment downtime; cost of capital; cost of substitute equipment, facilities, services, or replacement power; or overhead; whether any of the foregoing are direct or indirect, and whether or not foreseeable at the time of entering into the Contract or at the time of commencing performance; and (iii) claims of a party's customers for any of the above losses, costs or damages.

**"Contract"** means either the contract agreement signed by both parties or signed by Company and expressly accepted by Contractor in writing, together with these Terms and Conditions, any other documents incorporated by reference, Contractor's Proposal, and any agreed scope of work for the provision of Products, Equipment, or Services.

**"Contract Price"** means the aggregate amount to be paid by Company to Contractor for the purchase of Products, Equipment, or Services, as stated in the Contract, and any agreed adjustments to the same.

**"Contractor"** means the named direct or indirect subsidiary of Baker Hughes Company signing the Contract, and its successors and permitted assigns.

**"Contractor Group"** means Contractor, its parent, subsidiaries, Affiliates, related companies; its subcontractors at any tier; and the officers, directors, employees, consultants, and agents of all of the foregoing.

**"Contractor Taxes"** means all corporate income taxes imposed on Contractor and any taxes imposed on Contractor's employees by Applicable Laws in connection with the execution of the Contract or the provision of or payment for Products, Equipment, or Services hereunder.

**"Delivery"** means when the Products or Equipment have been delivered according to the applicable Incoterm. "Deliver" shall be construed accordingly.

**"Equipment"** means Contractor Group's equipment, instruments, or tools that are rented to Company under the Contract.

**"Group"** means the respective party's group as defined hereunder; Contractor Group as to Company and Contractor Group as to Contractor.

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

**"INDEMNIFY MEANS RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS."**

**"Products"** means all equipment, materials, supplies, software, products, parts, and other goods (excluding Equipment) sold under the Contract.

**"Proposal"** means Contractor's formal offer to provide the Products, Equipment, or Services, and any agreed written amendments thereto.

**"REGARDLESS OF CAUSE OF ACTION MEANS (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) REGARDLESS OF CAUSE, FAULT, DEFAULT, NEGLIGENCE IN ANY FORM OR DEGREE, INCLUDING GROSS NEGLIGENCE, WILFUL MISCONDUCT, STRICT OR ABSOLUTE LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF REPRESENTATION OR WARRANTY, OF OR BY ANY PERSON OR ENTITY, INCLUDING THE INDEMNIFIED PARTY, UNSEAWORTHINESS OF ANY VESSEL, OR ANY DEFECT IN ANY PRODUCT, EQUIPMENT, TOOL, PREMISES, OR VESSEL; FOR ALL OF THE ABOVE, WHETHER PRE-EXISTING OR NOT AND WHETHER THE CLAIMS RESULT FROM CONTRACT, WARRANTY, INDEMNITY, TORT, EXTRA-CONTRACTUAL OR STRICT LIABILITY, QUASI CONTRACT, LAW, OR OTHERWISE."**

**"Services"** means all the services, including, without limitation, technical assistance and guidance, training, repairs, and remote diagnostics, to be provided by Contractor Group under the Contract.

**"Site"** means the premises where Equipment or Products are used or meant to be used, or Services are performed or meant to be performed, not including any of Contractor Group's facilities.

**"Tools(s)"** means Contractor Group's equipment, instruments, and tools used in connection with the Services.

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

2.1 Unless otherwise provided in the Contract and in accordance with Incoterms 2020: (i) for shipments that do not involve an exit out of Contractor's country of incorporation and for all Equipment rentals, Contractor shall Deliver the Products or Equipment to Company FCA Contractor's facility, place of manufacturer, or warehouse; (H) for shipments within the European customs territory, Contractor shall Deliver CPT - carriage paid to named place of destination; (iii) for other export shipments out of Contractor's country of incorporation, Contractor shall Deliver Products to Company FOB, in case of transportation by sea (specifying the port of export); FCA loaded into aircraft, in case of transportation by air (specifying the airport of export); or CPT - carriage paid to named place of destination specified between the parties, in case of transportation by rail or road. The "Delivery Date" for any Product is defined as the date on which such item is Delivered in accordance with this Article. Partial Delivery and Delivery in advance of the Delivery schedule shall be permitted, unless otherwise specified in the Contract.

2.2 Subject to Articles 2.3 and 2.4, title and risk of loss to Products shall pass upon Delivery as provided in Article 2.1, with the exception that title and risk of loss to (i) Products shipped from the United States of America ("U.S.") shall pass from Contractor to Company immediately after each item departs from the U.S. territorial land, seas and overlying airspace, which the parties acknowledge extend to twelve nautical miles from the baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea; and (ii) Products to be shipped to a Delivery destination directly from countries different from Contractor's country of formation (drop shipment), shall pass immediately after each item departs from the territorial land, seas, and overlying airspace of the sending country. For the avoidance of doubt, the relevant Contractor Group member shall retain title to any Equipment.

2.3 If any of the Products cannot be shipped to Company in accordance with the agreed upon Delivery terms due to any cause not attributable to Contractor Group, upon notice to Company, Contractor may store such Products or ship them to outside storage, in which cases: (i) any amounts otherwise payable to Contractor upon Delivery or shipment shall become payable upon presentation of a certification specifying the cause and place of storage; (H) all expenses incurred by Contractor Group, such as for preparation and placement into storage, handling, inspection, preservation, insurance, removal charges, interest, and any VAT or other taxes imposed, directly or indirectly under Applicable Law shall be reimbursed or paid by Company upon submission of Contractor's invoices; and (H) when reasonably possible and upon payment of all amounts due hereunder, Contractor shall resume Delivery of the Products to the originally agreed point of Delivery. Title and risk of loss shall pass when Products are Delivered at the agreed point, provided that Contractor shall not have any obligation to store any item beyond 60 calendar days and if the storage period extends beyond 60 days, Contractor shall be entitled to resume Delivery of the Products in accordance with Article 2.1. The terms of Article 2.3 shall apply also in the event any Company equipment repaired at Contractor Group's facilities cannot be shipped to or received by Company in accordance with the agreed upon terms, provided that, in the case of Company equipment to be repaired at Contractor Group's facilities, Company shall retain title to, and risk of loss for, any such equipment at all times.

2.4 For Products provided on consignment, the risk of loss shall pass to Company upon Delivery in accordance with Article 2.1, but title shall remain with Contractor until the Products are used by Company. Unless otherwise agreed to in writing by the Parties, consigned Products that have not been used or removed from the consignment inventory six (6) month after delivery will, at Contractor's sole reasonable discretion, be either (1) deemed used by Company and purchased by Company in accordance with the payment terms set forth in the Contract, or (2) returned to Contractor designated facilities, at Company's sole risks and costs.

### 3. EXCUSABLE DELAYS

3.1 Neither party shall be liable or considered in breach or default of its obligations to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the impacted party's reasonable control, including but not limited to: (i) acts of God, acts or omissions of governmental authorities, fire, severe weather conditions, earthquake, strikes or other labor disturbances, flood, risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, severe delay in transportation, or inability to obtain necessary materials, components, or services; (ii) in the case of Contractor, acts or omissions of Company Group, including failure to timely provide Contractor Group with access, information, tools, material, and approvals necessary to permit Contractor Group to timely perform the required activities, and including, without limitation, unknown or unusual physical conditions at the Site. The affected party shall promptly notify the other party in the event of a delay under this Article. The Delivery or performance dates shall be extended for a period equal to the time lost by reason of such delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. If Contractor is delayed by acts or omissions of Company Group, or by the prerequisite work of Company's other contractors, Contractor shall also be entitled to an equitable price adjustment. Under no circumstances shall Company's payment obligation be deemed excusable under this Article.

3.2 If a delay excused by this Article 3 extends for more than 90 days and the parties have not agreed upon a revised basis for resuming work, including an equitable price adjustment, then either party (except where delay is caused by Company Group, in which event only Contractor), upon 30 days' written notice, may terminate the Contract with respect to the unexecuted portion of the work. In the event of a delay under Article 3.1(i), the terms of Article 10.2 shall apply in full. In the event of a delay under Article 3.1(ii), Company shall pay Contractor the pro-rated Contract Price for all work performed before the effective date of termination.

### 4. WARRANTY

4.1 Subject to the limitations set forth in the Contract and this Article 4, Contractor warrants to Company that: (i) the Products or Equipment shall be Delivered free from defects in title and shall conform to Contractor's published specifications or the specifications agreed to in writing by Contractor; and (ii) the Services shall be performed in a competent and diligent manner and shall conform to the material aspects of any specifications agreed to in writing by Contractor. No warranty is extended to Products or Equipment used with components that are not manufactured or approved by Contractor.

4.2 **Chemical Products:** Contractor warrants to Company that chemical Products shall, upon departure from Contractor's point of origin, conform to the published physical and chemical specifications established by Contractor. Contractor does not represent or warrant that the Products are or will be compliant with the requirements of REACH (the Registration Evaluation Authorisation and Restriction of Chemicals Regulation 1907/2006, as amended) and all implied warranties as to compliance with REACH ("REACH Compliance") are hereby excluded to the fullest extent permitted by law. Without prejudice to the foregoing, Contractor shall use reasonable endeavors to obtain or maintain REACH Compliance in respect of the Products where required by law, unless it is Company's responsibility to obtain or maintain REACH Compliance or any noncompliance is caused by any act or omission of Company. In the event Contractor receives written notice from any competent authority, or in its reasonable opinion decides, that any of the Products are not or will not become REACH Compliant, it shall inform Company within a reasonable time and may suspend any further deliveries of the relevant Products or terminate the Contract. Company shall promptly provide such information to Contractor as may be required in order to obtain and maintain REACH Compliance in respect of the Products and shall comply with its obligations under REACH.

4.3 **Specialty Products:** In the event Company requests Contractor to design or engineer Products that are intended to satisfy a unique need identified by Company and are not "standard" Products of Contractor ("Specialty Products"), Company hereby recognizes and agrees that Specialty Products do not necessarily have or contain the same or similar characteristics as Contractor's "standard" Products, including, without limitation, a historical performance against which future performance can be measured.

Contractor will be relying upon information and specifications provided by Company in designing and engineering Specialty Products. As such, Contractor shall have no responsibility for the design, development, or manufacture of any Specialty Products, or for any Company-furnished materials or specifications. If, upon inspection by Contractor during the Warranty Period (as defined in Article 4.7), any of the Specialty Products fail to meet the specifications agreed to in writing by Company and Contractor, then Contractor shall, at its option, repair or replace the non-conforming Specialty Products or provide substitute Products having Contractor's "standard" specifications.

4.4 **Discharge Services:** Except to the extent that Contractor has agreed to provide its discharge compliance engineering services ("Discharge Services") to Company pursuant to the Contract, Contractor shall have no responsibility for achievement of and compliance with any specific oil retention or similar requirements mandated by any Applicable Laws. If Discharge Services are rendered by Contractor and agreed oil retention or similar requirements are not met, then Contractor shall, at its option, re-perform the Discharge Services, or provide a credit to Company. To cover any reasonable documented additional disposal costs incurred by Company as a result of the nonconforming Discharge Services, provided that such credit shall be limited to 3% of the amount charged by Contractor for the nonconforming Discharge Services.

4.5 **Interpretations and Recommendations:** Interpretations, research, analysis, recommendations, advice or interpretational data including, without limitation, any preliminary cuttings reinjection programs, engineering designs, geological studies or analyses, well programs, reservoir models, or drilling production optimization or management programs ("Interpretations or Recommendations") furnished by Contractor are opinions based upon inferences from measurements, empirical relationships and assumptions, and industry practice, which are not infallible, and with respect to which geologists, engineers, drilling consultants, and analysts may differ. Accordingly, Contractor does not warrant the accuracy, correctness, or completeness of any such Interpretations or Recommendations, or that Company's or any third party's reliance on such Interpretations or Recommendations will accomplish any particular results. COMPANY ASSUMES FULL RESPONSIBILITY FOR THE USE OF SUCH INTERPRETATIONS OR RECOMMENDATIONS AND FOR ALL DECISIONS BASED THEREON (INCLUDING, WITHOUT LIMITATION, DECISIONS BASED ON ANY OIL AND GAS EVALUATIONS, PRODUCTION FORECASTS, AND RESERVE ESTIMATES), AND COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM ANY CLAIMS ARISING OUT OF THE USE OF SUCH INTERPRETATIONS OR RECOMMENDATIONS, REGARDLESS OF CAUSE OR ACTION.

4.6 Contractor will endeavor to transmit data to Company as accurately and securely as practicable in accordance with current industry practice; however, Contractor does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others.

4.7 Unless otherwise stated in the Contract, the warranty period ("Warranty Period") shall be as follows: (i) in the case of Products or Equipment other than drill bits, electric submersible pumps and associated cable and surface equipment, 30 days from shipment from Contractor's facility; (H) in the case of drill bits, 90 days from shipment from Contractor's facility; (iii) in the case of electric submersible pumps and associated cable and surface equipment, the earlier of (a) 12 months from the date of installation, or (b) 18 months from shipment from Contractor's facility or from the date of notice that the Products are ready for shipment (any time in storage is included in the 18 months); and (iv) in the case of Services, prior to Contractor's departure from the Site. The warranty period for repaired, replaced, or re-performed Products, Equipment, or Services shall be for the remainder of the original Warranty Period.

4.8 If Products, Equipment, or Services do not meet the above warranties during the applicable Warranty Period and Company informs Contractor in writing within 15 days of discovery (or prior to Contractor's departure from the Site for Services), Contractor's sole and exclusive liability shall be to either re-perform the defective Services, or repair or replace the defective component of the Products or Equipment, at Contractor's option. If despite Contractor's reasonable efforts, a non-conforming Product or Equipment cannot be repaired or replaced, or non-conforming Services cannot be re-performed, the parties will make a good faith effort to negotiate an equitable adjustment in price with respect to such Product, Equipment, or Service. Contractor Group shall not under any circumstances be liable for defects that arise or are discovered after expiration of the Warranty Period.

4.9 Contractor shall not be liable for accessing, retrieving, removing, or decontaminating defective Products or Equipment, or for reinstalling repaired or replacement Products or Equipment, or for any costs, damages, or losses incurred in connection with any of the above operations. Contractor shall be responsible to transport defective Products or Equipment only to and from the original Delivery point. Company shall be responsible for all customs formalities, costs, and taxes connected with any export to Contractor or import of goods sent back to Company. In no event shall Contractor be liable for rig time incurred by Company as a result of defective or non-conforming Products, Equipment, or Services, including any rig time necessary for Contractor to re-perform the Services in accordance with this Article 4.

4.10 Contractor does not warrant the Products or Equipment against: vandalism, force majeure (including lightning strikes), abnormal well conditions, corrosion due to aggressive fluids, or normal wear and tear, including that due to environment, excessive operation at peak capability, misuse, accident, modification, heating, machining, bending, welding, alteration of any kind, or operation under conditions more severe than, or otherwise exceeding those set forth in, the specifications for the relevant Product or Equipment. The warranties and remedies set forth herein are further conditioned upon: (i) proper storage, installation, use, operation, and maintenance of the Products or Equipment, and conformance with the operation instruction and installation manuals (including revisions thereto) provided by Contractor Group; (H) Company keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Contractor access to those records; and (iii) repair or modification pursuant to Contractor's instructions and approval. Failure to meet any such conditions in Article 4.10 renders the warranty null and void.

4.11 THE REMEDIES SET FORTH IN ARTICLE 4 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF, DEFECT OR NON-CONFORMITY IN, THE PRODUCTS, EQUIPMENT, OR SERVICES, REGARDLESS OF WHEN THE FAILURE, DEFECT OR NON-CONFORMITY AROSE AND REGARDLESS OF CAUSE OR ACTION. THE WARRANTIES SET FORTH IN ARTICLE 4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

5. INSPECTION AND FACTORY TESTS — The quality control exercised by Contractor in its manufacture of Products shall be in accordance with Contractor's normal quality control policies, procedures, and practices. Contractor shall attempt to accommodate Company's requests to witness Contractor's factory tests of Products, but only if such witnessing can be arranged without delaying the work, and Company shall be responsible for any delays created thereby. Access to Contractor Group's premises shall be limited to areas directly connected with the Products, excluding any areas where work of a proprietary nature is conducted.

6. CHANGES — Each party may at any time propose changes in the schedule or scope of Products, Equipment, or Services in the form of a draft change order. Neither party is obligated to proceed with the changed schedule or scope until both parties agree to such change in writing. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Contractor's price book rates.

#### 7. PAYMENT

7.1 Company shall pay to Contractor all invoiced amounts without any setoff and in the currency agreed in the Contract. If nothing is agreed in the Contract, payment shall be made in the currency set forth in the Proposal and on 30 day terms from date of the relevant invoice. Payment milestones, if any, shall be as set forth in the Contract.

7.2 In the event Company disputes any invoice in whole or in part, Company shall promptly notify Contractor of the dispute and shall pay the undisputed portion in accordance with Article 7.1 above. Company and Contractor shall endeavor to settle and adjust any disputed amount forthwith. In addition to other Contract remedies and Contractor's right to revoke any discounts from list price, Company shall pay (i) interest to Contractor at the rate of 1.5% per month (or fraction thereof), not to exceed the lesser of 18% per annum or the maximum amount permitted by Applicable Law and (ii) Contractor's cost of collection, including attorney fees and court costs, on all amounts not timely paid in accordance with the Contract.

7.3 Company grants Contractor a lien upon and a security interest in: (i) any interest that Company now owns or hereafter acquires in the lands, leasehold interests, pipelines, pipeline right-of-ways, personal property, and fixtures arising out of, pertaining to, located on, or used in connection with the development of, the mineral property on which the Products, Equipment, or Services were installed, used, or performed (the "Mineral Property"), (ii) the oil and gas extracted from the Mineral Property, (iii) the contract rights, inventory, and general intangibles pertaining to the Mineral Property, (iv) any claim against any working interest owner of the Mineral Property arising from nonpayment of joint interest billings, lease operating expenses, or otherwise, (v) all insurance proceeds payable to Company with respect to the Mineral Property, and (vi) the proceeds of all of the foregoing described in (i) through (v) above. All of Contractor's lien rights, whether arising hereunder or under Applicable Law, are enforceable at Contractor's discretion, in arbitration or in any court of competent jurisdiction, notwithstanding Article 25. Company hereby authorizes Contractor to execute, provide notice, and record in the public records any document required to perfect this lien and security interest under Applicable Law. The lien and security interest created hereby are in addition to any other liens and security interests arising by statute or common law in favor of mechanics or materialmen.

#### 8. TAXES AND DUTIES

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

8.2 If the Applicable Laws require the Contract to be subject to stamp duty, fee, or registration, Company shall be responsible for the required formalities and bear the related costs. Company shall return to Contractor a copy of the registration certificate or a registered copy of the Contract within 10 days from the due date required by Applicable Laws to register or pay for such stamp duty, fee, or registration. According to the Applicable Laws of the country in which Company has requested Contractor to provide Services, Contractor may be required to be registered locally, in which case, Contractor shall perform the Services and invoice for them with the intervention of its relevant branch or permanent establishment.

8.3 If Company is required to deduct or withhold any Contractor Taxes from the Contract Price, Company shall: (i) give at least 30 days' notice to Contractor that Company will withhold, (ii) make all reasonable efforts to minimize any withholding tax from payments to Contractor, in accordance with Applicable Laws and any applicable bilateral conventions against double taxation, and (iii) provide to Contractor, within 30 days from payment, the official receipt issued by the competent government authority to which the Contractor Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. If Company requires tax residence certificates or other documentation from Contractor to apply for any exempted or reduced tax regime, Contractor shall submit the appropriate certificates upon Company's written request. If Company, under the Applicable Laws of any country other than Contractor's country of formation or in which Contractor has a branch, deducts or withholds Contractor Taxes, or if Company fails to comply with the requirements of this clause, Company shall pay additional amounts to Contractor so that Contractor receives the full amount of the Contract Price, as though no such Contractor Taxes had been deducted or withheld.

8.4 If Company benefits from any tax, fee, or duty exemption that is applicable to Contractor or Contractor's Group, Company agrees to provide to Contractor, without charge and before the following as applicable (i) entering into the Contract, (ii) invoicing, or (iii) any other relevant event, documentation acceptable to the competent tax or customs authorities supporting the exemption, together with instructions on the exemption procedure. Company shall promptly inform Contractor in writing about the revocation, expiry, or other change of the exemption. If Contractor is denied the exemption because of a failure of Company, Contractor shall be entitled to invoice and Company shall pay promptly the applicable tax, fee, or duty.

8.5 When Company arranges the export or intra-European Union ("EU") community shipment, Company will provide to Contractor, free of charge and within 90 days of Delivery (or, in the case of exports from the U.S., 30 days), evidence (obtained from Company's forwarder) of exportation or into EU community shipment; such evidence must be in a form that is acceptable to the competent tax and customs authorities. Failing the above, Contractor shall be entitled to invoice Company the applicable VAT, U.S. sales and use tax, or similar taxes.

8.6 If either party does not comply with the tax legislation of the country where the Services are rendered, or Products or Equipment are manufactured or delivered, such party ("Faulty Party") will INDEMNIFY the other party ("Affected Party") for any cost, risk and responsibility including, but not limited to, fees, taxes, duties, charges, penalties, legal expenses, and interest which the Affected Party might suffer as a result of Faulty Party's noncompliance.

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

#### 10. TERMINATION AND SUSPENSION

10.1 Either party may terminate this Contract for default if: (i) any proceeding is brought against the other party, voluntarily or involuntarily, under applicable bankruptcy or insolvency laws, or if the other party is unable to pay its debts when due, to the extent permitted by Applicable Law; or (ii) the other party commits a material breach of this Contract that does not otherwise have a specified contractual remedy, and fails to cure the breach within 30 days of notice from the non-breaching party, or if it is not possible to cure such breach within 30 days, fails to commence to cure the breach within 30 days of such notice or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible. In the event of a termination by Company under this Article 10.1, Contractor shall reimburse Company the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Company to complete such terminated scope; provided, however that Contractor's liability is limited to 10% of the value of the terminated scope and Company shall pay to Contractor the portion of the Contract Price allocable to Products purchased or completed, and amounts for Services performed, before the effective date of termination. Said amounts shall be calculated using the applicable Contract rates, or in the absence of such rates, at Contractor's then-current price book rates. In the event there are agreed-upon Contract milestones, said amounts shall be calculated in accordance with the milestone schedule for completed milestones, and the Contract rates for work toward milestones not yet achieved. The remedies set forth in this Article shall constitute Company's sole and exclusive remedies, and all other rights and remedies under law are excluded.

10.2 Unless terminated without cause pursuant to the Contract, Contractor may terminate the Contract with a 60-day prior written notice for reasons other than those set forth in Article 10.1, in which case Company shall pay Contractor's charges in accordance with the Contract termination schedule; or if no such schedule exists: (i) Company shall pay Contractor all costs and expenses incurred by Contractor in connection with work performed before the effective date of termination, plus a reasonable margin percentage in relation to such costs and expenses, which margin percentage shall not be lower than the margin percentage applicable to the overall Contract; (ii) for Contracts based on payment milestones Company shall pay Contractor: (a) all amounts due under the Contract for completed milestones, plus (b) all costs and expenses incurred by Contractor in connection with work performed in relation to incomplete milestones, plus a reasonable margin percentage in relation to such costs and expenses, which margin percentage shall not be lower than the margin percentage applicable to the overall Contract; or (iii) for Products specially built or manufactured to Company specifications, or orders for substantial quantities manufactured specially for Company, the full Contract Price. In connection with both (i) and (ii), Company shall also pay Contractor the costs and expenses incurred by Contractor as a direct result of the termination, including demobilization costs and the costs associated with vendor cancellation fees or Claims arising from the termination of any vendor agreements.

10.3 If Company fails to pay any outstanding undisputed invoice as set forth in the Contract, Contractor, upon a 15-day notice to Company, may suspend performance and Delivery. Any cost incurred by Contractor as a result of such suspension (including storage, stand-by costs, demobilization and re-mobilization costs) shall be payable by Company upon submission of Contractor's invoices. Performance of Contractor's obligations shall be extended for a period equaling the period of Company's failure to meet its payment obligations, plus such additional time as may be reasonably necessary to overcome the effect of such payment delay.

10.4 With a 20-day written prior notice, Company may elect to suspend performance of the Contract for a maximum cumulative period of 90 days, after which Contractor may terminate the Contract and Article 10.2 shall apply. In the event of suspension under this Article 10.4, Company shall also pay all reasonable expenses incurred by Contractor in connection with the suspension, including without limitation, stand-by costs, demobilization/re-mobilization, and costs of storage. The schedule for Contractor's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

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

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

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

11.3 Contractor is entitled to an equitable adjustment to the Contract Price and the Delivery schedule to reflect any additional costs and other impact incurred by Contractor Group as a result of a change in Applicable Law or applicable standards and regulations, including changes in the interpretation thereof, after entering into the Contract. In the event any such change prevents Contractor Group from executing its obligations without breaching Applicable Law or makes Contractor's execution of its obligations unreasonably burdensome or unbalanced, Contractor shall also have the right to terminate the Contract without any liability.

11.4 Unless otherwise agreed in the Contract, Company shall be responsible for timely obtaining all permits, licenses, and authorizations required for the access to and operation of the Products, Equipment, and Services at the Site, and any other authorizations that can only be obtained by Company Group; and Contractor shall be responsible for timely obtaining all permits, licenses, and authorizations required for the Tools and Contractor Group's employees. Company and Contractor shall provide each other reasonable assistance in obtaining the required authorizations.

11.5 Company agrees not to sell, re-export, or transfer U.S. or EU origin Products or Equipment or any related technical data in violation of the applicable export control laws. Company shall (or shall cause the end user of the Products or Equipment to) provide to Contractor, promptly upon its request, an "End User Statement". Contractor shall not be liable to Company for any delay and shall not be considered in breach of its obligations in the event of Company's failure or delay in providing such statement.

11.6 Contractor hereby advises Company that Contractor cannot participate in transactions or dealings involving any of the following countries or governments, or with any entity known to be organized in, owned or controlled by, or acting on behalf of, directly or indirectly, a national or government of these countries: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or area, in relation to which the U.S. or EU sanctions are applied or involving otherwise blocked property or a denied or restricted party. If during performance of the Contract, Contractor is required to engage in any act, transaction, or dealing for the direct or indirect benefit of Cuba, Iran, Syria, North Korea, the Crimea region of Ukraine, or any other country or area, in relation to which the U.S. or EU sanctions are applied or involving otherwise blocked property or a denied or restricted party, a national, government, or entity of, these countries, or involving otherwise blocked property or a denied or restricted party, such requirement will constitute grounds for immediate termination or suspension of the Contract by Contractor and Contractor shall be entitled to payment in accordance with Article 10.3 for suspension and Article 10.2 for termination.

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

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

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

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



12.4 To the full extent permitted by Applicable Law, Company agrees that it is the generator, and shall be solely responsible for the storage, transportation, and disposal of all Hazardous Materials, cuttings, or waste related to or arising from the performance of Services at Company Group sites, including any removed from Contractor's equipment. Prior to the transportation and disposal of cuttings and waste materials by Company, Contractor shall properly handle and manage all Hazardous Materials resulting from the Services in accordance with Applicable Law. If Contractor Group encounters any Hazardous Materials, it may suspend work pending Company elimination of the hazardous condition. If any Equipment, Tools, or Company equipment destined for a Contractor facility is contaminated with Hazardous Materials, Company shall assume sole responsibility for decontaminating such Equipment, Tools, or Company equipment and returning it in the same condition received to allow for its safe handling and transportation in compliance with Applicable Law. If any such Hazardous Materials cause an increase in Contractor's cost or time, Contractor shall be entitled to an equitable adjustment in price and schedule.

### 13. ADDITIONAL HSES PROVISIONS APPLICABLE TO SERVICES

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

13.2 Company shall provide medical care and facilities at the Site consistent with international industry standards. If Contractor Group's personnel require urgent medical attention, Company shall make its medical facilities available to such persons as necessary. To the extent Company cannot supply necessary urgent medical attention at the Site or any Company Group's site or while working offshore, Company shall provide for transport of Contractor Group's personnel and access of such personnel to the nearest suitable urgent care facility and immediately notify Contractor of the same. For offshore or remote work, Company shall be responsible for the medical evacuation of Contractor Group's personnel from the Site to the destination point on the mainland that has been coordinated with Contractor.

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

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

13.5 If stored energy (electrical, mechanical, hydraulic, or otherwise) at the Site poses a safety risk to Contractor Group's personnel, prior to the commencement of work involving exposure to stored energy: (a) if Contractor has primary control over the work, Contractor may apply its lockout/tag out ("LOTO") procedures, including installation of physical locks under the exclusive control of Contractor Group's employees and system verification with the receiving party; (b) if Contractor Group's personnel are working under the direction of Company or its representatives, (1) Company shall maintain and coordinate appropriate LOTO procedures, and Contractor may apply physical locks or other physical controls under the exclusive control of Contractor Group's personnel and verify the system where necessary; or (2) if physical locks or other controls are not feasible because of regulatory requirements or generally accepted and established industry standards for energy isolation, Contractor and Company shall jointly conduct a risk assessment prior to job commencement and mutually agree on appropriate measures to maintain safe working conditions in accordance with Applicable Law.

### 14. CONFIDENTIALITY

14.1 "Confidential Information" means pricing for Products, Equipment, and Services, or information that is designated in writing as "confidential" or "proprietary" at the time of disclosure, or orally designated as "confidential" or "proprietary" and confirmed in writing within ten days after oral disclosure. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than from disclosure by the receiving party's Group; (ii) is or becomes available to the receiving party's Group on a non-confidential basis from a source other than the disclosing party and, after due inquiry, that source is not subject to a confidentiality obligation to the disclosing party; or (iii) is independently developed by the receiving party's Group without reference to the disclosing party's Confidential Information, as evidenced by written documents.

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

14.3 A party may disclose Confidential Information: (i) to any member of its Group who has a need to know to perform the Contract or use and maintain Products, Equipment, or Services and who is bound in writing to confidentiality obligations and use restrictions at least as restrictive as in this Contract; and (ii) to comply with a legal obligation, but only after promptly notifying the disclosing party of its disclosure obligation so that the disclosing party may seek an appropriate protective order. Company shall not disclose Confidential Information to Contractor unless required for Contractor to perform under this Contract. COMPANY WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION AND SHALL INDEMNIFY CONTRACTOR GROUP FROM ANY CLAIMS RESULTING FROM IMPROPER DISCLOSURE.

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

14.5 The confidentiality and use restrictions of this Article 14 shall survive any termination of the Contract for ten years.

### 15. INTELLECTUAL PROPERTY

15.1 Contractor shall INDEMNIFY Company from any rightful Claims of third parties that the Products or Equipment manufactured by Contractor or its Affiliates infringe any utility patent of the U.S., EU, or the country of initial installation (if set forth in the Contract), provided that: (i) Company promptly notifies Contractor in writing of any such Claim; (ii) Company makes no admission of liability and does not take any position adverse to Contractor regarding such Claim; (iii) Company gives Contractor full authority, at Contractor's expense, to direct and control all legal defenses, as well as all settlement and compromise negotiations; and (iv) Company provides Contractor with full disclosure and assistance that may be reasonably required to defend any such Claim.

15.2 Contractor shall have no obligation or liability with respect to any Claim based upon: (i) any Products, Equipment, or Services that have been altered, modified, or revised; (ii) the combination, operation, or use of any Products, Equipment, or Services with other products or services when such combination is part of any allegedly infringing subject matter; (iii) failure of Company Group to implement any update provided by Contractor Group that would have prevented the Claim; (iv) unauthorized use of Products, Equipment, or Services, including without limitation a breach of the provisions of the Contract; or (v) Products, Equipment, or Services made or performed to Company Group's specifications.

15.3 Should any Products, Equipment, or Services become the subject of a Claim, Contractor may at its option: (i) procure for Company the right to continue using the Product, Equipment, or Service, or portion thereof; (ii) modify or replace it in whole or in part to make it non-infringing; or (iii) failing (i) or (ii) above, take back Products or Equipment, discontinue Services, and refund any fees received by Contractor attributable to the infringing Product, Equipment, or Service.

15.4 THE FOREGOING STATES CONTRACTOR GROUPS ENTIRE AND EXCLUSIVE LIABILITY FOR ANY INFRINGEMENT OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.

15.5 Each party shall retain ownership of all Confidential Information and intellectual property it owned prior to the negotiations of the Contract. Any and all new intellectual property conceived, created, or provided by Contractor Group under the Contract, whether alone or with any contribution from Company Group, shall be owned exclusively by Contractor or other members of Contractor Group, as the case may be. To the extent that Company Group may acquire any right or interest in such new intellectual property, Company irrevocably assigns, and agrees to assign or cause other members of Company Group to assign, all such rights and interests in such new intellectual property as instructed by Contractor, and to execute assignments and other documentation as necessary to achieve this result. To the extent permissible by Applicable Law, Company Group waives any moral rights it acquires in any such new intellectual property. Contractor shall grant Company use rights to utilize Contractor's intellectual property embedded in the Products or Equipment solely for standard use, operation, and maintenance of the Products or Equipment by Company. Such license shall not give Company the right to manufacture or have manufactured such Products or Equipment.

15.6 Company agrees that Contractor may create, receive, maintain, transmit, and otherwise have access to machine, technical, system, usage, and related information, including, but not limited to, information about Company's products, services, systems, and software, that is gathered periodically to facilitate the provision of Products, Equipment, or Services to Company, and to verify compliance with the terms of this Contract. Contractor and its Affiliates may use such information to provide, develop, or improve their products or services.

### 16. INDEMNITY, LIMITATION OF LIABILITY, AND INSURANCE

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

16.1 (i) CONTRACTOR AGREES TO INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SUFFERED BY ANY MEMBER OF CONTRACTOR GROUP, OR FOR DAMAGE TO OR LOSS OF ANY PROPERTY OF ANY MEMBER OF CONTRACTOR GROUP (WHETHER OWNED, HIRED, OR LEASED, BUT EXCLUDING EQUIPMENT AND TOOLS LOST OR DAMAGED IN ACCORDANCE WITH ARTICLE 16.7) ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

(ii) COMPANY AGREES TO INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SUFFERED BY ANY MEMBER OF COMPANY GROUP, OR FOR DAMAGE TO OR LOSS OF ANY PROPERTY OF ANY MEMBER OF COMPANY GROUP (WHETHER OWNED, HIRED, OR LEASED, AND INCLUDING THE PRODUCTS AFTER DELIVERY, THE SITE, AND ANY FACILITIES OR PROPERTY THEREON), ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

16.2 (i) CONTRACTOR AGREES TO INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY RIGHTFUL THIRD PARTY CLAIMS ON ACCOUNT OF PERSONAL INJURY, ILLNESS OR, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENCE OF CONTRACTOR GROUP IN CONNECTION WITH PERFORMANCE OF THE ACTIVITIES UNDER THIS CONTRACT.

(ii) COMPANY AGREES TO INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY RIGHTFUL THIRD PARTY CLAIMS ON ACCOUNT OF PERSONAL INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENCE OF COMPANY GROUP IN CONNECTION WITH THE ACTIVITIES PERFORMED UNDER THIS CONTRACT.

(iii) IN THE EVENT THE INJURY OR DAMAGE TO THIRD PARTIES IS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES OR THEIR RESPECTIVE GROUPS, EACH PARTY SHALL BEAR SUCH INJURY OR DAMAGE PROPORTIONALLY TO ITS GROUPS NEGLIGENCE.

16.3 NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE CONTRACT, COMPANY ASSUMES SOLE RESPONSIBILITY FOR AND SHALL INDEMNIFY THE CONTRACTOR GROUP (TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW) FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO: (i) LOSS OF OR DAMAGE TO ANY WELL OR HOLE (INCLUDING BUT NOT LIMITED TO THE COSTS OF RE-DRILL AND SIDETRACK); (ii) BLOWOUT, FIRE, EXPLOSION, CRATERING, OR ANY UNCONTROLLED WELL CONDITION (INCLUDING BUT NOT LIMITED TO THE COSTS TO CONTROL A WILD WELL AND THE REMOVAL OF DEBRIS); (iii) DAMAGE TO ANY RESERVOIR, GEOLOGICAL FORMATION, OR UNDERGROUND STRATA; (iv) THE LOSS OF OR IMPAIRMENT OF ANY PROPERTY RIGHT IN AND TO ANY OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE; (v) THE USE OF CONTRACTOR GROUP'S RADIOACTIVE TOOLS OR ANY CONTAMINATION RESULTING THEREFROM (INCLUDING BUT NOT LIMITED TO RETRIEVAL OR CONTAINMENT AND CLEAN-UP); (vi) POLLUTION OR CONTAMINATION OF ANY KIND INCLUDING, WITHOUT LIMITATION, THE COST OF CONTROL, REMOVAL, CLEAN-UP, AND REMEDIATION, OR (vii) DAMAGE TO, OR ESCAPE OF ANY SUBSTANCE FROM, ANY PIPELINE, VESSEL, OR STORAGE OR PRODUCTION FACILITY, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT. THE ABOVE INDEMNITY APPLIES REGARDLESS OF CAUSE OR ACTION.

16.4 EXCEPT ONLY FOR CONTRACTOR'S OBLIGATIONS IN ARTICLES 8.1, 15, 16.1(i), AND 11.2 (TO THE EXTENT OF FINES AND PENALTIES IMPOSED BY A GOVERNMENT AUTHORITY AS A RESULT OF CONTRACTOR'S VIOLATION OF APPLICABLE LAW), CONTRACTOR GROUPS TOTAL LIABILITY FOR ANY AND ALL CLAIMS, REGARDLESS OF CAUSE OR ACTION, ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION WARRANTY AND TERMINATION, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED: (i) IN THE CASE OF CLAIMS RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE, OR FROM THE USE OR FAILURE TO USE PRODUCTS OR EQUIPMENT, THE CONTRACT PRICE ALLOCABLE TO THE PRODUCT OR EQUIPMENT GIVING RISE TO THE CLAIM; AND (ii) IN THE CASE OF CLAIMS RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE SERVICES, THE CONTRACT PRICE ALLOCABLE TO THE SERVICES GIVING RISE TO THE CLAIM. CONTRACTOR GROUP SHALL HAVE NO LIABILITY FOR ADVICE OR ASSISTANCE GRANTINGLY PROVIDED BY CONTRACTOR GROUP BUT NOT REQUIRED PURSUANT TO THE CONTRACT. ALL CONTRACTOR GROUPS LIABILITIES SHALL TERMINATE AT THE END OF THE RELEVANT WARRANTY PERIOD, EXCEPT FOR CLAIMS THAT HAVE BEEN TIMELY COMMENCED BY COMPANY IN ACCORDANCE WITH THE CONTRACT. COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM ANY CLAIMS THAT EXCEED THE LIMITATION OF LIABILITY SET FORTH IN THIS ARTICLE 16.4, REGARDLESS OF CAUSE OR ACTION.

16.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT ONLY TO THE EXTENT OF ANY PREDETERMINED TERMINATION FEES DUE TO CONTRACTOR UNDER THE CONTRACT, CONTRACTOR SHALL INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF CONTRACTOR GROUP ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION; AND COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF COMPANY GROUP ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

16.6 IN THE EVENT COMPANY ASSIGNS OR NOVATES THE CONTRACT, IN WHOLE OR IN PART, SUCH ASSIGNEE OR NOVATEE SHALL BE BOUND BY THE SAME TERMS OF THIS CONTRACT, AND COMPANY HEREBY WAIVES ANY RIGHT TO CLAIM, WHETHER IN TORT, AT LAW OR OTHERWISE, FOR DAMAGES OR LIABILITIES OF ANY KIND IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT.

16.7 (i) IF TOOLS BECOME LOST OR DAMAGED IN THE WELL OR HOLE WHEN PERFORMING OR ATTEMPTING TO PERFORM THE SERVICES HEREUNDER, IT IS UNDERSTOOD THAT COMPANY SHALL MAKE EVERY EFFORT TO RECOVER THE TOOLS AT ITS SOLE COST. COMPANY SHALL ASSUME THE ENTIRE RESPONSIBILITY FOR FISHING OPERATIONS IN THE RECOVERY OR ATTEMPTED RECOVERY OF ANY SUCH LOST OR DAMAGED TOOLS. NONE OF CONTRACTOR'S EMPLOYEES ARE AUTHORIZED TO DO ANYTHING WHATSOEVER, NOR SHALL ANY OF CONTRACTOR'S EMPLOYEES BE REQUIRED BY COMPANY TO DO ANYTHING, OTHER THAN CONSULT IN AN ADVISORY CAPACITY WITH COMPANY IN CONNECTION WITH SUCH FISHING OPERATIONS.

(ii) NOTWITHSTANDING ARTICLE 16.1(1) ABOVE, SHOULD COMPANY FAIL TO RECOVER ANY TOOLS LOST IN THE WELL, OR SHOULD ANY TOOLS BECOME DAMAGED IN THE WELL, OR DAMAGED DURING RECOVERY, COMPANY SHALL REIMBURSE CONTRACTOR FOR THE COST OF REPAIRING ANY TOOLS SO DAMAGED, OR THE REPLACEMENT VALUE OF ANY SUCH TOOLS THAT ARE LOST OR NOT REPAIRABLE, REGARDLESS OF CAUSE OR ACTION.

(iii) NOTWITHSTANDING ARTICLE 16.1(i) ABOVE, ALL RISKS ASSOCIATED WITH LOSS OF OR DAMAGE TO TOOLS OR EQUIPMENT WHILE IN THE CUSTODY OR CONTROL OF COMPANY OR DURING TRANSPORTATION ARRANGED BY OR CONTROLLED BY COMPANY SHALL BE BORNE BY COMPANY, REGARDLESS OF CAUSE OR ACTION.

16.8 COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS, ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO THE TRANSPORTATION, STORAGE, TREATMENT, DISPOSAL, OR HANDLING OF HAZARDOUS MATERIALS, CUTTINGS, OR WASTE RELATED TO OR ARISING FROM THE PERFORMANCE OF SERVICES AT COMPANY GROUP SITES, INCLUDING, WITHOUT LIMITATION, CONTAMINATION OF, OR ADVERSE EFFECTS ON THE ENVIRONMENT OR ANY FORM OF PROPERTY, OR ANY VIOLATION OR ALLEGED VIOLATION OF STATUTES, ORDINANCES, LAWS, ORDERS, RULES, AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, ALL CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. §§ 9601 ET SEQ., OR OTHER APPLICABLE STATUTES OR REGULATIONS), REGARDLESS OF CAUSE OR ACTION.

16.9 In the event this Contract is subject to the indemnity or release limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), each party covenants and agrees to support their indemnity obligations in this Article 16 by carrying liability insurance (or qualified self-insurance) in an amount not less than U.S. \$10,000,000.00 for the benefit of the other party as indemnitee.

16.10 The reciprocal indemnities in Articles 16.1 and 16.2 shall apply only if the indemnified party: (a) promptly notifies the other in writing of the claim; (b) makes no admission of liability, does not take any position adverse to the other party, and gives such other party authority to direct and control all defense, settlement and compromise negotiations; and (c) provides the other party with full disclosure and assistance as may be reasonably required to defend such claim.

16.11 Company and Contractor shall maintain insurance policies meeting the following requirements: (i) Workers Compensation/Employer's Liability as per Applicable Law; (ii) Comprehensive General Liability: Combined Single Limits for Bodily Injury and Property Damage U.S. \$2,500,000.00 (two and a half million) per occurrence and U.S. \$10,000,000.00 (ten million) in the aggregate (or its equivalent in another relevant currency), which may be satisfied through a combination of underlying and excess coverages. The parties agree that, to the extent of the indemnifying party's liability and indemnity obligations under

this Contract, the indemnified party's Group shall be an additional insured (with the exception of Workers Compensation/Employer's Liability) under the indemnifying party's policies, contain blanket contractual liability coverage, be primary, and receive no contribution from any insurance policies maintained by or on behalf of the indemnified party. Each party, on request, shall provide to the other party insurance certificates evidencing the aforementioned limits and terms of insurance. Company and Contractor shall each arrange for any of their respective insurance policies hereunder to contain provisions whereby, to the extent of each party's liability and indemnity obligations under this Contract, their insurers waive their rights of subrogation against the other party's Group, as well as the other party's respective insurers.

**17. COMPANY'S WARRANTY** — If Company is not the sole owner of the mineral interests, the well, or the field, Company's request for Products, Equipment, or Services shall constitute Company's warranty that it is the duly constituted agent of each and every owner and has full authority to represent the interests of the same with respect to all decisions taken throughout the provision of any Products, Equipment, or Services hereunder. COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS RESULTING FROM THE ALLEGATION BY ANY PERSON OR ENTITY THAT COMPANY HAS MISREPRESENTED OR LACKED SUFFICIENT AUTHORITY TO REPRESENT SUCH PERSON OR ENTITY AS WARRANTED BY COMPANY IN THIS ARTICLE.

**18. DIRECTIONAL DRILLING** — Company shall furnish Contractor with a certified well location plan setting out the surface location of the well, the lease, license, or property boundary lines, and the bottom hole location of Company's directionally drilled well. If, in the course of drilling the well, it becomes evident to Contractor that the plan is in error, Contractor shall notify Company of the error, and Company shall be responsible to regulate all directional drilling factors so that Company's bottom hole location will be situated on Company's property, license, or leasehold at total depth of the well being drilled. Company shall also notify Contractor of the presence of any other wells that are or may be located within Company's property, license, or leasehold in order to avoid any potential collision of wells. If Company requires Contractor to abide by Company's collision avoidance policy, Contractor may compare the policy to its own and abide by the policy that Contractor determines to be more conservative. NOTWITHSTANDING ARTICLES 16.2(i) and 16.200, COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUBSURFACE TRESPASS OR WELLBORE COLLISION ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

**19. RADIOACTIVE SOURCES** — Radioactive sources that may be used by Contractor in performance of the Services are potentially dangerous. Company agrees to comply with all applicable governmental regulations governing the use and handling of radioactive sources. In the event a radioactive source becomes stuck in a well, Company, at Company's sole risk and expense will make a reasonable attempt to recover such radioactive source in accordance with 10 C.F.R § 39.15(a)(1)-(4) or other applicable regulations and use special precautions to prevent damaging the source during recovery operations. If the source cannot be recovered, Company, at Company's sole risk and expense, will isolate the radioactive material by cementing it in place or by other means consistent with 10 C.F.R § 39.15 or other applicable statutes or regulations.

**20. ACCESS TO SITE** — Company shall provide at its expense adequate means of transportation required for Products, Equipment, Tools, and Contractor personnel to gain access to or return from the Site. When necessary to repair roads or bridges to access or return from the Site, such repair shall be arranged and paid for by Company.

**21. NO NUCLEAR USE** — The Products, Equipment, or Services are not intended or authorized for use in connection with any nuclear facility or activity, and Company warrants that it shall not use, or permit others to use, Products, Equipment, or Services in connection with or for any such purposes without the advance written consent of Contractor. IF, IN BREACH OF THE FOREGOING, ANY SUCH USE OCCURS, CONTRACTOR HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY NUCLEAR OR OTHER DAMAGE, INJURY, OR CONTAMINATION, REGARDLESS OF CAUSE OR ACTION. IN ADDITION TO ANY OTHER RIGHTS OF CONTRACTOR AND THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY ASSUMES SOLE RESPONSIBILITY FOR, AND SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST, ANY AND ALL CLAIMS ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY RESULTING FROM ANY NUCLEAR OR OTHER DAMAGE, INJURY, OR CONTAMINATION, REGARDLESS OF CAUSE OR ACTION. Consent of Contractor to any use in connection with any nuclear facility or activity, if any, will be conditioned upon additional terms and conditions that Contractor determines to be acceptable for protection against nuclear liability.

**22. LOST EQUIPMENT INDEMNITY BUY BACK** — In some locations, lost equipment indemnity buy-back ("LEIB") is available for some Tools. LEIB must be purchased by Company prior to the Tools leaving Contractor's point of origin. Regardless of LEIB, Company shall make every reasonable effort to recover Tools lost or damaged in a well or hole in accordance with Article 16.7. Contractor reserves the right not to offer LEIB at its sole discretion.

**23. ADDENDA** — If any Products or Equipment include executable binary code, the terms of the annexed Cybersecurity Services Addendum shall apply. If Contractor provides any Products that are software, including SaaS (Software as a Service), embedded software, or software that is installed on Company Group's equipment, the terms of the annexed Software License Addendum shall apply. If Contractor provides Equipment, the terms of the annexed Rental Equipment Addendum shall apply. If there is any conflict between these Terms and Conditions and the terms of any applicable addendum, the terms of the applicable addendum shall prevail.

**24. GOVERNING LAW** — This Contract shall be governed by and construed in accordance with the laws of (i) the State of Texas, if Contractor is incorporated in the U.S.; or (ii) England and Wales, if Contractor is incorporated outside the U.S., excluding in any case conflict of law rules.

#### **25. DISPUTE RESOLUTION**

**25.1** Any dispute arising out of or in connection with this Contract shall be referred to settlement proceedings under the International Chamber of Commerce ("ICC") mediation rules, without prejudice to either party's right to seek emergency, injunctive, or conservatory measures of protection at any time. If any such dispute has not been settled within 60 days following the filing of a request for mediation (or such other period of time as may be reasonable under the circumstances or agreed in writing), the dispute shall be finally settled in accordance with the ICC rules of arbitration by one or more arbitrators appointed under the said rules. If Contractor is incorporated in the U.S. the seat, or legal place, of arbitration shall be Houston, Texas. If Contractor is incorporated outside the U.S., the seat, or legal place, of arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**25.2** The Parties shall treat all matters relating to the arbitration as confidential. The Parties understand and agree that this confidentiality obligation extends to information concerning the fact of any request for arbitration, and any ongoing arbitration, as well as all matters discussed, discovered, or divulged, (whether voluntarily or by compulsion) during the course of such arbitration proceeding, except only to the extent disclosure may be required by law, or for the implementation, enforcement or challenge of an award, or otherwise for bona fide business purposes (provided that all such disclosures shall be subject to reasonable obligations of confidentiality).

#### **26. GENERAL CLAUSES**

**26.1** Contractor is an independent contractor and neither Contractor nor any members of its Group are servants, agents, or employees of Company. In all cases where Contractor's employees (defined to include Contractor's and its subcontractors' direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:102 et seq., Contractor and Company agree that all Products, Equipment, and Services provided by Contractor and Contractor's employees pursuant to this Contract are an integral part of and are essential to the ability of Company to generate Company's goods, products, and services for the purpose of La. R.S. 23:106 (A) (1). Furthermore, Contractor and Company agree that Company is the statutory employer of Contractor's employees for purposes of La. R.S. 23:1061 (A) (3).

**26.2** Except as otherwise expressly provided with regard to the members of each party's Group, none of the terms herein are intended to be enforced by third parties including but not limited to application of the United Kingdom Contracts (Rights of Third Parties) Act (1999), where applicable. Company and Contractor shall be entitled to modify, vary, amend, or extinguish such rights without the consent of any third parties or member of either party's Group.

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

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

**26.5** All obligations of Contractor are several and not joint, and in no event shall Baker Hughes Company or any of its Affiliates other than Contractor have any liability or obligation under the Contract.

#### **27. U.S. GOVERNMENT CONTRACTS**

**27.1** This Article 27 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government. Company agrees that all Products, Equipment, and Services provided by Contractor meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products or Equipment is unknown unless otherwise specifically stated by Contractor in this Contract. Company agrees any Services offered by Contractor are exempt from the Service Contract Act of 1965 (FAR 52.22241). The version of any applicable FAR clause listed in this Article 27 shall be the one in effect on the effective date of this Contract.

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

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

**27.4** Contractor reserves the right to reject any order from a Company listed on any denied party list.