

THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY REPRESENTS AND WARRANTS THAT IT HAS AUTHORITY TO BIND THE COMPANY OR OTHER LEGAL ENTITY TO THIS AGREEMENT. IF THE MANAGED SERVICES ARE TO BE USED ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY WHICH THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS DOES NOT HAVE AUTHORITY TO BIND, THEN THIS AGREEMENT IS VOID FROM THE START.

General Terms & Conditions for Digital Subscriptions

These General Terms & Conditions for Digital Subscriptions apply to and govern the Contract under which Customer purchases Managed Services from Baker Hughes, and they apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by law, practice or course of dealing.

1. DEFINITIONS. Capitalized terms not otherwise defined in these Terms shall have the meaning set out below:

1.1 "Affiliate" means, in relation to an entity, any person or entity that controls, is controlled by, or is under common control with, such entity. As used herein, "control" means: (a) ownership, directly or indirectly, of fifty percent or more of the voting securities of the second entity; or (b) the power, direct or indirect, to appoint a majority of the board of directors of the second entity.

1.2 "Background IPRs" means any IPRs that: (a) belong to or are licensed to a party prior to the Commencement Date.

1.3 "Baker Hughes" means the Baker Hughes entity providing the Managed Services to Customer.

1.4 "Charges" means the fees, charges, rates and expenses payable by Customer to Baker Hughes under the Contract in accordance with Section 3.

1.5 "Commencement Date" means the date specified in the Contract for commencing the Managed Services, or if no date is specified, the date that Customer is first eligible to access the Managed Services.

1.6 "Confidential Information" means all information which is disclosed by one party to the other whether before or after the Commencement Date, which is designated in writing as confidential and which relates to a party's (or any of its Affiliates') business including its products, operations, processes, plans or intentions, developments, trade secrets, know how, pricing information, market opportunities, personnel, suppliers and customers of the party disclosing it; in the case of Baker Hughes only, this includes all Output Data; and all information derived from any of the above.

1.7 "Contract" means either the contract document or proposal signed by both parties or the purchase order signed by Customer and expressly accepted by Baker Hughes in writing, together with these Terms and any other documents incorporated by reference, including without limitation any agreed scope of work.

1.8 "Customer" means the relevant customer entity that purchases any Managed Services from Baker Hughes.

1.9 "Customer Data" means any data Customer provides to Baker Hughes and/or is collected from Customer by Baker Hughes in connection with the Managed Services.

1.10 "Data Protection Laws" means the means the EU General Data Protection Regulation 2016/679 ("GDPR") and laws implementing or supplementing the GDPR, the GDPR as transposed into United Kingdom national law and, to the extent applicable, the data protection or privacy laws of any other country.

1.11 "Deliverables" means any outputs of the Managed Services provided under the Contract, including any report(s), insight(s) or recommendation(s) which are delivered and/or made available to Customer pursuant to the Contract.

1.12 "Documentation" means all product manuals, technical specifications, and user instructions relating to the use of any element of the Managed Services (excluding training materials), as may be made available by Baker Hughes from time to time.

1.13 "Force Majeure Event" means an event which is beyond the reasonable control of a party, including without limitation strikes, lock-outs, or labor disputes, an act of God, fire, flood, storm, war, riot, civil commotion, terrorism, epidemic, pandemic or similar adverse health event, explosion, accident or breakdown of machinery, delays by suppliers or materials shortages, imposition of governmental restrictions or controls.

1.14 "Group" means with respect to either party, such party (either Baker Hughes or Customer, as applicable), its Affiliates, and in connection with the project to which the Managed Services relates, its joint venture partners, joint interest owners, co-lessees, consortium members, and/or other partners, and, in respect of Customer only, the site owner, site operator, and any User (where not an Affiliate of Customer); and for all of the above, also its and their contractors and subcontractors in connection with said project. "Customer Group" and "Baker Hughes Group" shall be construed accordingly.

1.15 "Hardware" means any hardware, equipment and/or other goods to be supplied under the Contract.

1.16 "Hosted Services" means any cloud technology service to be provided by Baker Hughes to Customer under the Contract, including any software as a service or platform as a service offering.

1.17 “IPRs” means: (a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets (such as inventions (whether patentable or not)), registered designs, rights in copyright (including authors' and neighboring or related "moral" rights), database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks; (b) all registrations or applications to register any of the items referred to in paragraph (a); and (c) all rights in the nature of any of the items referred to in sub-paragraphs (a) or (b), including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction.

1.18 “Laws” means any law, statute, bylaw, treaty, decree, order, rule of court or directives, regulation, regulatory policy (including any requirement or notice of a regulatory body), judgment, delegated or subordinate legislation in force from time to time.

1.19 “Managed Services” means, collectively, any Hosted Services, Software, Professional Services and/or Hardware to be supplied by Baker Hughes to Customer pursuant to, and as specified in, the Contract.

1.20 “Professional Services” means any and all professional services provided by Baker Hughes to Customer under the Contract.

1.21 “Software” means any on-premise proprietary software in object code form that is supplied by Baker Hughes to Customer for purposes of enabling the Managed Services and/or is embedded in Hardware. Software includes any applicable maintenance releases, and/or modifications or revisions that correct defects, support new releases of the operation system on which the Software operates, support new input/output devices or provide other incidental updates and corrections made to the same that may be offered in connection with the Managed Services Software does not include Hosted Services.

1.22 “Subscription Term” means the number of months set out in the Contract for the provision of the Managed Services.

1.23 “Terms” means these General Terms & Conditions for Digital Subscriptions, all schedules attached to them and any other documents incorporated herein by reference.

1.24 “Third-Party Software” means any computer software owned or licensed by a third party that Baker Hughes may provide to Customer under the Contract, which may include but is not limited to open source software.

1.25 “User” means a Customer employee, contractor, agent and/or subcontractor who is authorized by Customer to access any of the Managed Services being provided under the Contract.

2. MANAGED SERVICES

2.1 Managed Services. Subject to Customer's payment of all applicable Charges during the Subscription Term, Baker Hughes will, pursuant to these Terms, provide the Managed Services as set out in the Contract.

2.2 Subcontracting. Baker Hughes may use contractors, subcontractors and Affiliates to perform its obligations under the Contract. In such event, Baker Hughes shall remain responsible to Customer for the performance of its obligations.

2.3 Implementation. Unless otherwise specified in the Contract, Customer shall be solely responsible for properly installing, configuring, and using the Managed Services in accordance with the applicable Documentation.

3. CHARGES

3.1 Payment Terms. The Charges for the Managed Services are as specified in the Contract. Except as otherwise set out in the Contract, Baker Hughes will invoice Customer for annual subscription fees in advance for the Managed Services provided by Baker Hughes. Other Charges will be invoiced in accordance with the terms of the Contract, or in any case no later than upon completion or delivery of the applicable work. Customer shall pay to Baker Hughes the Charges within thirty days of the date of the relevant invoice. All Charges shall be calculated, and payments made in the quoted currency, unless otherwise specified in the Contract. Commencement of the Managed Services will be subject to the payment of the applicable subscription fees.

3.2 Expenses. In addition to Charges associated with the Managed Services, Customer shall pay Baker Hughes for any expenses and any administrative fees incurred by Baker Hughes under the Contract.

3.3 Taxes. All amounts payable pursuant to the Contract are exclusive of any sales, use, property, ad valorem, value added, goods and services or similar tax properly chargeable in accordance with Laws and will be added to the Contract. Customer shall make payment of all amounts due to Baker Hughes without withholding or deduction of any taxes or other government charges. If Customer is required by law to deduct or withhold any taxes, Customer shall pay additional amounts to Baker Hughes, so Baker Hughes receives the full amount due under the Contract, as if no such taxes were deducted or withheld. Neither Customer nor any member of Customer Group shall: (i) engage in any activity constituting either a UK or a foreign tax evasion facilitation offence under Part 3 of the Criminal Finances Act 2017 (the “Act”) and any associated guidance notes issued or similar legislation introduced elsewhere; (ii) have and maintain during the Subscription Term policies and procedures to prevent a facilitation offense by any associated person as defined in the Act and ensure compliance with this Section 3.3; and (iii) promptly report to Baker Hughes any request or demand from a third party to commit a facilitation offense in connection with the Contract. Upon reasonable evidence of a breach of this Section 3.3, Baker Hughes shall have the right, upon 30 days written notice, to obtain from Customer any records necessary to confirm whether a breach has occurred. Any breach of this Section 3.3 shall be deemed a material breach and Baker Hughes may terminate the Contract in accordance with Section 15.1.

3.4 Late Payments. Baker Hughes may charge interest on the late payment of any undisputed sums properly invoiced which shall accrue daily from the due date to the date of actual payment on any such overdue amounts (whether before or after judgment) at the rate of four percent per annum above the base rate of Barclays Bank PLC for the time being in force.

4. HOSTED SERVICES

4.1 Grant of Rights; Support Services; Limitations. Managed Services may include Hosted Services, as set out in the Contract. Baker Hughes grants to Customer a non-exclusive, non-transferable and revocable right to access and use the Hosted Services during the Subscription Term subject to any scope or usage limitations, as set out in the Contract. Baker Hughes shall provide support services to Customer for the Hosted Services, as set out in the Contract.

4.2 Changes; Substitutions. Baker Hughes may at its sole discretion change, substitute, terminate, or discontinue all or a portion of a Hosted Service (including any cloud provider, or substitution of third-party analytics providers). Baker Hughes will provide Customer with thirty days' notice prior to any such change, substitution, termination or discontinuation coming into effect that would, in Baker Hughes' reasonable opinion, have a material adverse impact on the Hosted Services.

5. PROFESSIONAL SERVICES

5.1 Managed Services may include Professional Services, as set out in the Contract. Unless the Contract expressly provides otherwise, all Professional Services and Deliverables shall be deemed accepted by Customer upon performance or delivery thereof, as the case may be. If Professional Services are to be provided at Customer's site or a third-party site designated by Customer, Customer shall on an ongoing basis provide Baker Hughes access to: (a) such site in a clean, lighted, safe, and level condition; (b) adequate power sources, networks, telephone and data lines, and other utilities; and (c) personnel, information and, documentation as reasonably required by Baker Hughes. Customer shall be responsible to obtain any required permits, approvals, authorizations or the like applicable to Baker Hughes' Professional Services.

6. HARDWARE

6.1 Managed Services may include Hardware, as set out in the Contract. Unless otherwise provided in the Contract, in accordance with Incoterms 2020, Baker Hughes shall deliver any Hardware to Customer: (a) FCA City of Origin for domestic shipments; or (b) CPT City of Origin for international shipments. The delivery date will be in accordance with the parties' agreed delivery schedule. Partial Delivery shall be permitted. Title to any Software, Documentation, and any third-party software embedded in or included with Hardware furnished by Baker Hughes shall not pass to Customer.

7. DATA

7.1 Customer Data. During the Subscription Term and after its termination or expiration, Baker Hughes, its Affiliates and subcontractors may access, transmit, store, process, enrich, copy or use the Customer Data, and/or merge or combine the Customer Data with other datasets for the purpose of performing its obligations under the Contract, and to maintain, update, improve and/or develop their respective products and services.

7.2 Output Data. Baker Hughes shall own any data that is generated by, or which relates to, the Managed Services, and/or any data that is processed by the Managed Services, including data that is based on or derived from Customer Data (collectively "Output Data"). Baker Hughes shall have no obligation to provide Output Data to Customer other than in the form of Deliverables.

7.3 Personal Data. Each party agrees to comply with its obligations under all applicable Data Protection Laws. Customer and Baker Hughes will enter into any data transfer agreement as may be required by applicable Data Protection Law(s).

7.4 Deletion. Provided that Customer has paid all Charges due hereunder, Baker Hughes will make available to Customer a facility for exporting Customer Data following a request by Customer made within thirty days of the effective date of termination. After such thirty day period, Baker Hughes will have no obligation to maintain or provide any Customer Data, and may, at Baker Hughes' option, delete all Customer Data in its possession or under its control.

8. PROPRIETARY RIGHTS

8.1 Ownership. All Background IPRs owned by a party shall remain vested in that party, its Affiliates or their licensors (as applicable). Customer acknowledges and agrees that Baker Hughes (or its Affiliates or licensors) owns all IPRs in the Managed Services, including all modifications or enhancements made to the same. Except as expressly set out in the Contract, nothing in the Contract shall vest or transfer title to IPRs from one party to the other.

8.2 Deliverables. All IPRs in the Deliverables will vest in Baker Hughes. Subject to payment in full of the Charges, Baker Hughes shall grant to Customer a non-transferable, non-exclusive, royalty-free license to use the Deliverables for Customer's own internal business purposes only.

8.3 Software. Managed Services may include Software that is embedded in Hardware, and/or necessary to implement or access the Managed Services. Baker Hughes grants to Customer a revocable, non-transferable, non-exclusive license (without the right to grant sub-licenses) to Customer to use the Software and its Documentation during the Subscription Term solely for Customer's internal business purposes in connection with the Managed Services (each such license being, a "License"). Certain Software that Baker Hughes licenses to Customer may contain Third-Party Software. The relevant third party license terms shall apply to and govern Customer's use thereof. Customer shall not modify or combine Software with any Third-Party Software in a manner that may result in the Software being subject to the terms of any license applicable to Third-Party Software.

9. GENERAL REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

9.1 **Baker Hughes Warranty** Baker Hughes warrants to Customer that for the duration of the applicable Warranty Period: (a) Hardware shall conform with their specification and will be free from defects in material and workmanship; (b) Hosted Services and Software will materially conform with the then current Documentation for the Hosted Services or Software; and (c) Professional Services shall be performed in a competent and diligent manner and in accordance with any documentation and/or published specifications that are made available to Customer. Notwithstanding the foregoing, all third party Hardware, Software and any third party services provided hereunder shall be subject to the warranty given by the original software developer, manufacturer or licensor (as applicable) and no Warranty in these Terms shall apply to those items. Unless otherwise expressly set out in the Contract, the applicable warranty period for: (i) Hardware, Software and Hosted Services, shall be the Subscription Term; and (ii) for Professional Services, ninety days after the date of completion of the relevant Professional Services (each being the "Warranty Period").

9.2 **General Conditions of Warranty** If any portion of the Managed Services do not meet the relevant warranties set out in Section 9.1 during the applicable Warranty Period, then Customer must notify Baker Hughes of the issue within fifteen days and Baker Hughes may, at its option, repair, replace, correct, substitute or reperform the defective portion of the Managed Services. Warranty repair, replacement, or re-performance by Seller shall not extend or renew the applicable Warranty Period. The warranties and remedies set forth herein are conditioned upon: (a) proper storage, installation, use, and maintenance of the Managed Services in accordance with the applicable Documentation; (b) the proper design, operation, and configuration of the system into which the Managed Services are installed; (c) conformance with any applicable recommendations of Baker Hughes; (d) Baker Hughes's ability to reproduce and observe the claimed defect; (e) prompt notification to Baker Hughes of any defects; and (e) Customer promptly making available any personnel, computer systems and access to facilities, as required. Any unauthorized modification to or use of the Managed Services by Customer will void the warranty. THE WARRANTIES AND REMEDIES SET FORTH HEREIN SHALL BE CUSTOMER'S EXCLUSIVE REMEDY, AND BAKER HUGHES'S SOLE OBLIGATION AND LIABILITY, FOR ANY BREACH OF THE FOREGOING WARRANTY.

9.3 **DISCLAIMERS** EXCEPT AS OTHERWISE EXPRESSLY SET OUT IN THE CONTRACT, BAKER HUGHES EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY, OR THAT ANY MANAGED SERVICE(S) MEETS CUSTOMER'S REQUIREMENTS OR ARE ACCURATE OR WILL BE ERROR-FREE. EXCEPT AS OTHERWISE EXPRESSLY SET OUT IN THE CONTRACT, THE MANAGED SERVICES ARE PROVIDED "AS IS" WITH RESPECT TO CYBER SECURITY, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER.

9.4 **Customer Warranties** Customer represents and warrants that it has all rights and consents necessary to disclose Customer Data to Baker Hughes and to permit Baker Hughes to use Customer Data in accordance with the Contract.

10. CUSTOMER RESPONSIBILITIES; LIMITATIONS

10.1 **Responsibilities** Customer shall: (a) provide Baker Hughes with: (i) all necessary co-operation in relation to these Terms and the Contract; and (ii) all necessary access to data and information as may be required by Baker Hughes, in both cases so as to enable Baker Hughes to perform its obligation under the Contract; (b) provide such personnel assistance as may be reasonably requested by Baker Hughes from time to time; (c) notify Baker Hughes of any Laws which are specific to its business or market area; (d) be solely responsible for maintaining the security, privacy, and backup of Customer Data; (e) be responsible for protecting Customer Group's managed infrastructure, including computer systems and equipment used in interactions with Baker Hughes Group; (f) be responsible for the operation, control, and maintenance of any monitored equipment and ensuring that Customer Group's computer systems and monitored equipment meet the current technical and security requirements as may be specified by Baker Hughes for the Managed Services; and (g) carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner.

10.2 **Access Credentials** Customer is solely responsible for maintaining the confidentiality of any access credentials for the Managed Services. Customer acknowledges and agrees that Customer is exclusively responsible for all activities that occur under its Managed Services account, including any unauthorized use of any username or password. Customer will immediately notify Baker Hughes of any unauthorized use of the Managed Services or any other breach of security related to the Managed Services of which Customer becomes aware. Customer further agrees that, except as expressly set out in the Contract, neither Baker Hughes nor its third party providers assume any responsibility for the operation of any computer programs, hardware, communication lines and/or equipment that are used by or on behalf of Customer to access and use the Managed Services.

10.3 **Limitations** Customer shall not: (a) reverse engineer, decompile, disassemble, re-engineer or otherwise attempt to discover the source code of any part of the Managed Services, except as may be expressly permitted by applicable Law; (b) reproduce, copy, modify, adapt or transmit the Managed Services or any component thereof; (c) transfer, assign, sell, rent, lease, license, distribute, commercially exploit, or otherwise make the Managed Services available to any third party (except as may be expressly permitted by applicable Law); (d) remove or deface any notice of confidentiality or trademark that may be displayed on or via the Managed Services or any component thereof; (e) knowingly store, introduce or transmit via the Managed Services any virus, worm, trojan horse or other malware; or (f) use the Managed Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights.

11. CONFIDENTIALITY

11.1 Non-Disclosure. Each party shall: (a) use the other party's Confidential Information solely for the proper performance of its obligations under the Contract; (b) take all reasonable measures to protect the confidentiality and prevent the disclosure and unauthorized use of the other party's Confidential Information; and (c) not disclose Confidential Information to any third party except with the prior written consent of the disclosing party or in accordance with the Contract.

11.2 Permitted Disclosure. A party may disclose the other party's Confidential Information: (a) to any member of its Group who need to know such Confidential Information for the purpose of, the provision or receipt of the applicable Managed Services; and (b) to comply with a legal obligation where it is required to disclose the other party's Confidential Information by a court, stock exchange or regulatory authority of competent jurisdiction, provided that where a party is so required to make a disclosure, it shall, where practicable and/or permissible, consult with the disclosing party as to the terms, content or timing of the disclosure and to protect the disclosed Confidential Information to the extent possible.

11.3 Exceptions. The obligations set out in this Section 11 shall not apply: (i) to Confidential Information which at the Commencement Date is, or becomes at any time after that date, generally available to the public (other than as a result of a breach of this Section 11); (ii) where the disclosing party has given its specific prior written consent to the disclosure; or (iii) where the receiving party can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it.

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

11.5 Survival and Injunctive Relief. The obligations of this Section 11 shall survive any termination or expiry of the Contract. In addition to any other rights and remedies under the Contract or at law, each party acknowledges and agrees that, any breach of its obligations under this Section 11 may cause irreparable harm to the other party for which damages may not be an adequate remedy, and the innocent party shall be entitled to seek injunctive or other equitable relief upon the breach of any part of this Section 11.

12. CYBER SECURITY

12.1 Configuration. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) CYBER SECURITY IS A DYNAMIC AND CHANGING AREA; AND (B) THE MANAGED SERVICES, WHEN CONFIGURED AND USED IN ACCORDANCE WITH APPLICABLE DOCUMENTATION, ARE DESIGNED TO DETECT AND PREVENT ONLY CERTAIN VULNERABILITIES AND UNAUTHORIZED INTRUSIONS, AND DO NOT PROVIDE COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES. The Managed Services (or components thereof) will be configured by Baker Hughes at the time of delivery to minimize known cyber security risks in accordance with then-current industry standards. To the extent that Customer or its Group alters the configuration of the Managed Services in a way that is not recommended by Baker Hughes Group, it does so at its own risk. EXCEPT AS OTHERWISE EXPRESSLY SET OUT IN THE CONTRACT, BAKER HUGHES SHALL HAVE NO LIABILITY TO CUSTOMER GROUP FOR ANY DAMAGE TO CUSTOMER GROUP'S NETWORK, NETWORK CONNECTIVITY, SOFTWARE, HARDWARE AND/OR SYSTEMS, TO THE EXTENT SUCH DAMAGE IS CAUSED BY: (I) ANY VULNERABILITY IN THE SECURITY CONTROLS APPLICABLE TO CUSTOMER GROUP'S NETWORKS OR IT SYSTEMS; OR (B) ANY ACT OR OMISSION ON THE PART OF CUSTOMER, ITS AFFILIATES AND/OR ANY OF ITS (OR THEIR) EMPLOYEES, CONSULTANTS, AGENTS OR REPRESENTATIVES.

12.2 Security Incidents. Customer shall, and shall procure that Customer Group shall, report to Baker Hughes any unauthorized accesses to and/or disclosure of Baker Hughes information, and any known or reasonably suspected breaches of the Baker Hughes's Managed Services, IT systems, or components thereof ("**Security Incident**") by calling the following numbers:

- Toll free: 1 (800) 819-9630
- International: +1 (713) 489-6711

Notifications shall be made by Customer to Baker Hughes within seventy-two (72) hours of any member of the Customer Group becoming aware of a Security Incident. Customer shall, and shall procure, that each member of the Customer Group will, promptly conduct a forensic investigation of such Security Incident and provide a summary of the Security Incident and explanation of its response as soon as reasonably practicable.

13. INDEMNIFICATION

13.1 By Baker Hughes. Subject to Section 13.3, Baker Hughes shall indemnify, keep indemnified and defend Customer against all claims, demands, actions, proceedings and all losses in relation to any infringement or alleged infringement of any third party's IPRs suffered by Customer as a result of Customer's receipt, use or possession of the Managed Services ("**IPR Claim**"). The indemnity set out in this Section 13.1 shall not apply to the extent that an IPR Claim is based on: (a) any modification to the Managed Service(s), Documentation or Deliverable(s) made by the Customer Group; (b) any misuse, abuse or failure to comply with Baker Hughes' restrictions regarding the use of such IPRs in accordance with the Contract; (c) any combination or integration of the Managed Service(s), Documentation and/or Deliverable(s) with other software or data that are not provided by Baker Hughes; or (d) use of a superseded or altered release of any of components, if such infringement would have been avoided by the use of a then-current release and if such then-current release has been made available to Customer.

13.2 Damage to Property or Injury. Baker Hughes and Customer shall each indemnify the other party's Group against any third-party claims on account of bodily injury, death, or damage to property, to the extent attributable to the negligence of the indemnifying

party in connection with the Contract. In the event the injury or damage is caused by the joint or concurrent negligence of the parties, each party shall bear liability in proportion to its negligence. For purposes of Baker Hughes' indemnity obligation, the premises including any equipment and machinery where Managed Services are performed or used (excluding any Baker Hughes Group premises) is not considered third party property. In the event the Customer Group uses the Managed Services and/or Hardware at a facility not owned by Customer, Customer shall indemnify the Baker Hughes Group from any liability in excess of the limitations and exclusions set forth in the Contract, regardless of cause or action.

13.3 Conduct of Claims. In the event that either party is subject to any claim, demand, action or proceeding ("Claim") pursuant to this Section 12, that party (the "Indemnified Party") must: (a) promptly notify the other party (the "Indemnifying Party") of the Claim in writing; provided, however, that any failure by the Indemnified Party to timely provide such notice shall not relieve the Indemnifying Party of its indemnification obligations, but the Indemnifying Party shall be entitled to reduce its indemnified liability to the Indemnified Party in proportion to any demonstrable additional liability that the Indemnifying Party can establish it incurred by reason of any delayed notification; (b) allow the Indemnifying Party to conduct the defense or settlement of such Claim; and (c) make no adverse admission relating to the Claim without the prior written consent of the Indemnifying Party.

14. LIMITATIONS OF LIABILITY

14.1 General Liability Cap. Subject to Sections 14.2 and 14.3, and except in respect of Customer's obligation to pay the Charges and Customer's indemnity obligations set forth in Section 13.2 for which Customer does not limit or exclude its liability under this Section 14, each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with these Terms or any Contract shall be limited (in the aggregate) to an amount equivalent to the Charges paid and payable under the Contract, or where multiple orders are issued under the Contract, the Charges paid and payable under the relevant order, in the twelve (12) months immediately preceding the date on which the event giving rise to the claim first arose.

14.2 EXCLUSIONS OF LOSS. NEITHER PARTY NOR ANY OF ITS AFFILIATES WILL BE LIABLE TO THE OTHER FOR: (A) ANY INDIRECT OR CONSEQUENTIAL LOSS; OR (B) ANY LOSS OF PROFITS, REVENUE, CONTRACTS, OPPORTUNITY, DATA, REPUTATION, GOODWILL OR ANTICIPATED SAVINGS (WHETHER DIRECT OR INDIRECT), IN EACH CASE ARISING OUT OF, OR IN CONNECTION WITH, THE CONTRACT. THE EXCLUSIONS OF LOSS SET OUT IN THE PRECEDING SENTENCE SHALL ALSO INCLUDE SPECIAL, INCIDENTAL, PUNITIVE AND EXEMPLARY DAMAGES.

14.3 CONTROL DISCLAIMER. THE MANAGED SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER DATA AND CUSTOMER'S EQUIPMENT. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE MANAGED SERVICES MAY GENERATE ADVICE, ADVISORY INFORMATION, INDICATORS OR DATA, BUT DOES NOT PERFORM ANY AUTOMATED CONTROL AND BAKER HUGHES HAS NO CONTROL OVER DECISIONS MADE OR ACTIONS TAKEN BY CUSTOMER ON THE BASIS OF ANY SUCH GENERATED INFORMATION. TO THE EXTENT CUSTOMER RELIES ON ADVICE, ADVISORY INFORMATION, INDICATORS OR DATA GENERATED BY THE MANAGED SERVICES, IT DOES SO SOLELY AT ITS OWN RISK.

15. TERMINATION

15.1 Termination for Breach. Either party may immediately terminate the Contract on written notice to the other party, where the other party commits a material breach and fails to cure such material breach within thirty (30) days of written notice from the non-breaching party. Any non-payment by Customer of undisputed Charges within sixty (60) days of receipt of the invoice shall be deemed to be a material breach of the Contract.

15.2 Termination for Insolvency. Either party may immediately terminate the Contract on written notice to the other party if 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 Law.

15.3 Consequences of Termination. Upon the expiration or termination of the Contract: (a) all rights and licenses granted to Customer under the Contract shall immediately terminate; and (b) each party shall (and shall procure that its personnel shall) promptly return all property and Confidential Information belonging to the other party. Upon any termination or expiration of the Contract, the following Sections of these Terms will survive: 3 (Fees and Payment), 8 (Proprietary Rights), 11 (Confidentiality), 12 (Indemnification), 14 (Limitations of Liability), 14.3 (Termination), and **Error! Reference source not found.** (Miscellaneous). Baker Hughes may use electronic means to remotely manage usage authorization and/or disable use of the Managed Services including, automatically disabling Software and/or denying access to Hosted Services upon expiration or termination of the Subscription Term.

16. GENERAL

16.1 Force Majeure; Excusable Delays. If either party is delayed or unable to perform any of its obligations under the Contract due to the occurrence of a Force Majeure Event, then requirement to comply with those obligations shall be suspended for as long as, and to the extent that, performance is delayed or prevented by that Force Majeure Event. If the suspension continues for more than two (2) months, either party may terminate the Contract by giving not less than thirty days' notice in writing to the other party. If the suspension comes to an end during that notice period the notice of termination shall immediately be extinguished and ineffective, with the Contract continuing as if it had never been served. In the event that Baker Hughes is delayed by the acts or omissions of the Customer Group, any breach by Customer of Section 9, or by the prerequisite work of Customer's other contractors or suppliers, Baker Hughes shall be entitled to an equitable price adjustment in addition to a reasonable extension of the time to any affected performance or delivery dates. In no circumstances will Customer's payment obligation be deemed excusable under this Section 16.1.

16.2 Independence; No Third-party Beneficiaries. Except as otherwise expressly provided in the Contract, nothing in the Contract is intended to, nor shall create any right enforceable by any third party or person who is not a party to the Contract and, in relation to the Contract that is governed by English law, the Contracts (Rights of Third Parties) Act 1999 shall not otherwise apply to the Contract. The parties shall be entitled to modify, vary, amend, and/or extinguish such rights without the consent of any third party (including any member of the relevant party's Group).

16.3 Compliance. The parties shall at all times comply with all Laws in the performance of the Contract, except to the extent that such compliance violates or would cause Baker Hughes to be penalized under the laws of the U.S., or any EU or UK law. Notwithstanding the foregoing, Customer acknowledges and agrees that the relevant Charges, delivery and performance dates are based upon the terms of the Contract and the Laws, standards, and regulations in effect on the date of Baker Hughes's proposal. Baker Hughes shall have the right to adjust any such Charges, delivery and/or performance dates to reflect any additional costs or obligations incurred by Baker Hughes Group and/or any delayed performance in each case resulting from any change in, or change in the interpretation of, the Contract, Laws or Customer's or Site owner's cyber policies and procedures agreed by Baker Hughes after the date of Baker Hughes's proposal. In the event that any such change described in this Section 16.3 prevents Baker Hughes Group from executing its obligations without breaching the Laws or makes Baker Hughes's execution of its obligations unreasonably burdensome or unbalanced, Baker Hughes shall also have the right to withdraw the proposal or terminate a Contract without any liability.

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

16.5 Unauthorized Uses. Customer acknowledges that the Managed Services are not intended, designed or authorized for (a) real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological contamination or environmental damage or (b) use in connection with any nuclear facility or activity (collectively, "Unauthorized Uses"), and Customer represents, warrants, covenants and agrees that it shall not use, or permit others to use, the Managed Services in connection with any Unauthorized Uses.

16.6 Severability. The illegality, invalidity or unenforceability of any part of the Contract shall not affect the legality, validity or enforceability of the remainder of the Contract. In the event that any provision of the Contract is held to be invalid, void or unenforceable by a court of competent jurisdiction, the parties will use reasonable endeavors to negotiate in good faith with a view to replacing it with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.

16.7 Notices and Language. All notices given pursuant to the Contract shall be in writing delivered by hand or by prepaid first class or special delivery post to the address set out for such party in the Contract. Notices delivered by hand shall be deemed given on the day of receipt. Notice sent by prepaid first class post or special delivery shall be deemed to have been given two working days after the date of posting. Notices may be validly served by email, provided there is suitable evidence of it being sent. Either party may vary its address and/or specify or vary a contact name by giving such details by notice to each other.

16.8 Assignment, Novation. Customer may not assign or novate the Contract (or any part thereof), without the prior written consent of Baker Hughes, which shall not be unreasonably delayed or withheld. Any assignment or novation in violation of this Section 16.8 shall be void and ineffective.

16.9 Entire Agreement. The Contract and all parts thereof (including these Terms) represent 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 it has not relied on or been induced by any representation made by or on behalf of the other party (except as set out in the Contract) prior to the Commencement Date of the Contract.

16.10 No Variation. Any amendments to these Terms or the Contract must be in writing and must be signed by both parties. No oral agreement, course of dealing, or trade usage shall be deemed to modify these Terms or the Contract.

16.11 Dispute Resolution. Any dispute arising out of or in connection with the Contract shall be referred to settlement proceedings under the International Chamber of Commerce (ICC) Mediation Rules, without prejudice to either party's right to seek emergency, injunctive, or conservatory measures of protection at any time. If any such dispute has not been settled within sixty 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 arbitrator appointed under said Rules. The seat, or legal place, of arbitration shall be: (a) New York, N.Y., if the Baker Hughes entity that enters into the Contract is incorporated in the U.S.; or (b) Geneva, Switzerland, if the Baker Hughes entity that enters into the Contract is incorporated outside the U.S.

Mediation and Arbitration proceedings shall be conducted in English. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THE CONTRACT.

16.12 Governing Law. The Contract (and all parts thereof) shall be governed by and construed in accordance with the laws of (a) the State of New York, N.Y., if the Baker Hughes entity that enters into the Contract is incorporated in the U.S.; or (b) England and Wales, if the Baker Hughes entity that enters into the Contract is incorporated outside the U.S., excluding in any conflict of law rules.