

IMPORTANT NOTICE: TERMS AND CONDITIONS CONTAIN RESPONSIBILITIES, INSURANCE, INDEMNITY, RELEASE, HOLD HARMLESS AND WARRANTY DISCLAIMER PROVISIONS.

TERMS AND CONDITIONS OF SALE, SERVICE, AND RENTAL

Definitions. In addition to terms defined elsewhere in these Terms and Conditions, the following terms shall have the following meanings, unless the context otherwise requires:

"Affiliate" or **"Affiliates"** means (in relation to either Party) any Person directly or indirectly controlled by, controlling, or under common control with that Party, including any of the foregoing which becomes an Affiliate after the date of an Order(s).

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **"Controlling"** and **"controlled"** have correlative meanings.

"Claim(s)" means all claims (including those for property damage, environmental damage, personal injury, illness, disease, maintenance, cure, loss of consortium, loss of support, or death), damages, liabilities (including contractual liabilities), losses, demands, liens, encumbrances, government imposed fines and/or penalties, causes of action of any kind (including actions *in rem* or *in personam*), obligations, costs, judgments, interest and awards (including payment of reasonable attorneys' fees and costs of litigation), of any kind or character, whether under judicial proceedings, administrative proceedings or otherwise, arising out of, or in any way relating to ROI's performance of Work under any Order(s), and expressly including any claims that may be brought by (or losses suffered by) spouses, heirs, survivors, legal representatives, successors or assigns.

"Customer" means any Person which enters into an Order(s) with ROI, pays for and for whom ROI performs Work pursuant to an Order(s).

"Customer Group" means, individually or in any combination, Customer, its Affiliates, its and their customers or clients or other Persons with a financial interest in any well, rig, or vessel on or with respect to which ROI performs Work, its lessors and co-lessees, its contractors (other than members of ROI Group) and subcontractors (of any tier), its consultants, vendors, invitees, licensees, successors and/or assigns, and each of their respective officers, directors, managers, members, shareholders, employees, agents and representatives.

"Day" means calendar day.

"Dollars" or **"\$"** means United States dollars with respect to all Work performed (and indemnities associated therewith), unless otherwise stated in the Order(s) pertaining to the Work.

"Indemnify" or **"Indemnification"** means release, defend, indemnify and hold harmless, including the payment of all reasonable attorneys' fees and costs associated therewith.

"Intellectual Property" means all of a Party's copyrights, patents, trade secrets, embedded or standalone software or firmware or other intellectual property rights associated with or incorporated in any ideas, concepts, know-how, techniques, processes, reports, or works

of authorship owned, developed or created by the Party, and expressly includes, as to ROI, any of the foregoing used or included in any Products, Services, Rental Equipment or ROI tools.

"Non-Standard Products" are Products that are specially manufactured for Customer and are not generally sold to other ROI customers.

"Order(s)" means the transactions between ROI and Customer for the performance of Work as evidenced by a quotation, sales order acknowledgment or purchase order.

"Person" means any legal, or governmental entity, and any natural person.

"Price Book" means the current ROI price book, price list, or rate sheet applicable to the Work covered by an Order(s).

"Product(s)" means any goods, equipment, materials, or other tangible items purchased by Customer from ROI pursuant to an Order(s) (including any Products used or consumed by ROI in performing Services) and may be (a) newly manufactured or (b) assembled from new or serviceable used parts that are equivalent to new parts in performance.

"Rental Equipment" means any non-ROI operated tool(s), equipment, machinery or other device(s) leased or rented to Customer and includes any training provided by ROI with respect to the installation, use and/or operation thereof, as specified in an Order(s).

"ROI" means and includes Rubicon Oilfield International and each of its Affiliates from time-to-time providing Work to or on behalf of Customer and identified as "ROI" in the Order(s) pertaining to such Work.

"ROI Facility" means the ROI manufacturing plant, stocking point or other location at or from which any Products or Rental Equipment are delivered to Customer, as specified in Order(s).

"ROI Group" means, individually or in any combination, ROI and its Affiliates and each of their respective officers, directors, employees, contractors, subcontractors, consultants, vendors, agents, representatives, invitees, licensees, successors and/or assigns.

"Security Interest" means a purchase money or other security interest, together with (i) all accessions to, substitutions and replacements for the Product, (ii) all proceeds of any and all of the Product, (iii) all accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed or used in connection with or hereafter attached or affixed or used in connection with any of the foregoing Product, and (iv) all warehouse receipts, bills of lading, and other documents of title now or hereafter covering any of the foregoing Product.

"Service(s)" means the work and services furnished by ROI to Customer pursuant to an Order(s). The term Services does not mean or include Products or Rental Equipment.

"Standard Products" are Products that are not specially manufactured for Customer and are generally sold to other ROI customers.

“Terms and Conditions” means these Terms and Conditions of Sale, Service and Rental.

“Third Party” means any Person other than Customer Group or ROI Group.

“UCC” means the Uniform Commercial Code under Article 9 of the Texas Business and Commerce Code.

“Wild Well” means a well from which the escape of oil or gas is not intended and cannot be controlled by equipment used in normal drilling practice.

“Work” means Services rendered, Products sold, and/or Rental Equipment provided by ROI to Customer pursuant to Order(s). As a result, terms such as “perform Work,” “performance of the Work” or “Work performed” shall mean and include ROI’s performance of Services, sale and delivery of Products, and/or furnishing of Rental Equipment to or for Customer.

“Work Site” means the site or location specified in an Order(s) at which ROI is to perform Services or to which it is to deliver Products or furnish Rental Equipment.

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

GENERAL TERMS AND CONDITIONS

1.0 ORDERS; CANCELLATION; RETURNS; CHANGE ORDERS; INVOICING AND PAYMENT; SECURITY INTEREST

1.1 Order(s). From time to time, at the request of Customer, ROI shall perform Work for Customer as specified in an Order(s). The Parties are free to issue/accept Order(s) in any written form, including purchase orders, work orders, statements of work, emails or other written communication between the Parties, regardless of format, or via oral Order(s), but, unless the Parties have entered into a separate, written, master services agreement, supply agreement, equipment rental agreement, or other contract which governs the Work, (a) each Order(s) shall be subject to these Terms and Conditions, which shall control and govern all transactions between the Parties with respect to Work performed by ROI, whether or not these Terms and Conditions are referred to in the Order(s); (B) no other, additional or different terms and conditions in any written or oral communication with respect to a transaction for work (including the terms and conditions in any customer request for proposal, request for quote, request for bid, purchase order, or similar document) shall vary or amend these terms and conditions; and (c) Order(s) submitted by Customer orally or via email shall be followed by a purchase order or other written confirmation of the Order(s) within seven (7) days from the date of the oral or email order,

failing which ROI shall have no obligation to perform Work thereunder. In the event of a conflict between these Terms and Conditions and the terms in any Order(s), these Terms and Conditions shall control, unless the Order(s) (i) makes specific reference to and identifies (by Section and/or subsection number) to the provision(s) of these Terms and Conditions to be modified, (ii) explicitly states the intention of the Parties to affect the modification thereof, and (iii) is executed on behalf of each Party by an authorized officer of the Party. Such modifications shall be effective for that Order(s) only, and no agreement to modify these Terms and Conditions with respect to any particular Order(s) shall have the effect of varying or amending those Terms and Conditions (or any others herein) with respect to any other or subsequent Order(s). Each Order(s) shall constitute a separate agreement between the Parties. Only the ROI legal entity performing Work under an Order(s) shall have any liability or responsibility with respect to such Work.

1.2 Cancellation of Order(s). Subject to the further provisions of this Section 1.2, Customer may cancel any Order(s), in whole or in part, prior to being notified by ROI that the Products covered thereby are ready for delivery or the Services to be performed thereunder are complete by providing ROI with a written notice of cancellation. With respect to the cancellation of an Order(s) for:

- (a) For Products of ROI’s or a Third-Party vendor’s Standard Products. Customer shall pay or reimburse ROI the greater of (i) a cancellation fee of twenty percent (20%) of the Price of the cancelled Standard Products, or (ii) the vendor termination fees or charges incurred by ROI with respect to any cancelled Order(s).
- (b) For Non-Standard Products which have been or are being specially manufactured or modified to Customer’s specification. Customer may not be cancelled once the manufacturing and/or modification process for the Non-Standard Product has begun without the written consent of ROI.
- (c) For Services- Customer shall pay or reimburse ROI for (i) all Services performed prior to the date ROI receives the notice of cancellation, (ii) all costs incurred by ROI which would not have been incurred, but for the cancellation, including vendor or subcontractor termination fees or charges; and (iii) any mobilization and demobilization costs incurred by ROI.

1.3 Return of Products. No Products will be accepted for return unless authorized in writing by ROI. Customer may return any Product which ROI stocks with a thirty percent (30%) restocking charge for Standard Products and seventy percent (70%) restocking charge for Non-Standard Products if: (i) the return is within twelve (12) months of the date of original shipment to Customer; (ii) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts to be solely determined by ROI (iii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged, (iv) meets all Local, State and Federal laws governing the type of product

that can be sold or put into transit in the State in which the product is being returned and (v) the Product is returned on a freight pre-paid basis.

1.4 **Change Order(s)**. Any Customer request for changes in the scope and/or scheduling of the Work to be provided under an Order(s) must be given in the form of a written change order (“Change Order(s)”). Upon ROI’s receipt of a Change Order(s), the Parties shall negotiate in good faith the terms to be included therein. Each Change Order(s) shall reference the original Order(s) and shall specify (i) the changes in the scope or timing of the Work to be provided under the affected Order(s), and (ii) the adjustment (if any) to be made to the fees and other amounts due ROI in connection therewith, and shall be executed on behalf of each Party by an authorized officer. If the Parties are unable to agree upon or fail to timely execute a Change Order(s) with respect to orally requested changes to the Work, ROI shall be entitled to permanently suspend the Work and cancel the affected Order(s), and Customer shall pay ROI for all Work performed prior to the date of cancellation, as well as any applicable mobilization or demobilization charges or other costs incurred by ROI.

1.5 **Invoicing and Payment**. Unless Customer is extended credit terms by ROI as indicated by ROI’s order confirmation, Customer must pay all amounts for Work prior to shipment by ROI. Where credit is being extended to Customer, all amounts due and payable on a ROI invoice for Work shall be paid in full by Customer within thirty (30) calendar days of the issue date of a ROI invoice for such Work. All such amounts shall be paid by Customer’s check to ROI or by wire transfer to such bank or account as ROI may from time to time designate in writing. Customer will be responsible for a 1.5% finance charge per month, or the maximum rate legally permissible under applicable law, charged on a daily basis, on past due accounts and all expenses of collections, including reasonable attorneys’ fees.

1.6 **Penalty for failure to accept Goods** If the Customer has failed to pick up the Products within thirty (30) days after notification of availability of Products for shipment, ROI may, in its sole discretion, charge interest beginning thirty-one (31) days after notification at the rate of 1% per week, or at the highest rate allowed by Applicable Law, on the Purchase Order(s) amount, calculated and compounded monthly until paid in full. The Customer also agrees to pay all reasonable legal expenses and agency commissions sustained by ROI in pursuit of any payment which is past due. ROI reserves the right to sell and/or restock the Products and apply any applicable re-stocking fees per Section 1.3 (Return of Products).

1.7 **Audit**. ROI shall maintain complete accounting records in such detail as to permit verification of charges made to Customer for Work (including Third Party charges reimbursed by Customer) (“Records”). Records shall not include payroll, compensation, or any other personnel record or personally identifiable information regarding ROI’s employees or consultants. ROI shall keep all Records

in accordance with commonly accepted accounting practices and retain such Records for a period of two (2) years following ROI’s invoicing for the Work. Customer shall have the right, at its sole cost and expense and during regular business hours, to inspect, copy, and audit the Records of ROI pertaining to the Work performed by ROI in order to verify the accuracy of any invoice or payment; provided, however, that ROI shall have the right to exclude from the Records subject to inspection (i) any trade secrets or legally privileged documents and information, (ii) any information with respect to which ROI is under an independent obligation of confidentiality to any Third Party, and (iii) data or information with respect to the calculation of ROI’s profit margin and overhead rates.

No claim may be made by Customer with respect to amounts paid to ROI for Work more than two (2) years after Customer has been invoiced for that Work.

1.8 **Security Interest**. ROI hereby retains and Customer hereby grants to ROI, a Security Interest in the Product until Customer has made payment in full for the Product and satisfied all of its obligations to ROI hereunder. Customer will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings that ROI may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and ROI’s rights under this Agreement. ROI shall have all of the rights of a secured party with respect to the Product under the UCC and other applicable laws. Upon Customer’s default of any payment obligation, in addition to other rights and remedies it may have under law and equity, ROI may exercise in respect of the Product all the rights and remedies of a secured party on default under the UCC, including, without limitation, the right to enforce the Security Interest, to retake possession of the applicable Product and to collect directly from any account obligor all amounts due Customer with respect to such Product.

1.9 **Failure to Comply with Payment Terms**. Until full payment in respect of the Product is received by ROI pursuant to Section 1.5 of this Agreement, the following shall apply:

(a) The occurrence of any one of the following events shall offer ROI the remedies, among others, set forth in this Agreement: (i) Customer fails to pay for any item of the Product when due and payable under this Agreement or any invoice issued in connection therewith; (ii) Customer fails or neglects to perform, keep, or observe any term, provision, condition or covenant contained in this Agreement; (iii) Customer makes any false, untrue, incomplete or misleading representation, warranty, schedule, report, or other communication to ROI in connection with this Agreement or any transaction relating thereto; (iv) Customer enters into any arrangement, reconstruction, or composition with its creditors or any of them or suspends payment generally or is otherwise unable to pay its debts as they become due; (v) a petition is presented or an order is made or an effective resolution is

passed for the winding up or the dissolution of Customer or Customer ceases to carry on business as a going concern; (vi) a receiver for Customer or any material portion of its property is appointed or steps are taken for the appointment of such receiver by any person or entity; (vii) if a bankruptcy, liquidation, insolvency or other similar proceeding is filed by or against Customer, and in the case of an involuntary proceeding, is not vacated or set aside within sixty (60) days of its commencement; or (viii) a breach or default by Customer occurs under any other agreement between Customer and ROI or with respect to any other obligation of Customer to ROI.

(b) On the occurrence of any of the events specified in Section 1.9 (a) hereof, or on any other termination of this Agreement, ROI may (i) immediately take all necessary steps to secure and/or to remove the Product from Customer, (ii) in lieu of return thereof to ROI, at its sole election charge to the account of Customer at ROI's then quoted Prices any of the unpaid Product as ROI shall determine on an item-by-item basis, and/or (iii) take whatever action at law, in equity or otherwise is deemed necessary by ROI to collect any amounts then due and payable by Customer to ROI under this Agreement and/or to enforce performance and observance by Customer of any obligation, agreement, or covenant of Customer hereunder. In addition, in the event of default, ROI shall have all the remedies provided under the UCC, which shall be cumulative with one another and with any other remedies which ROI may have at law, in equity, under any agreement of any type, or otherwise. In the event of the removal of the Product from Customer by ROI pursuant to this Section 1.9, Customer shall pay all costs and expenses in connection with any such removal of the Product, including transportation, handling, and insurance to ROI's facilities. If ROI shall advance or otherwise pay any of the foregoing costs or expenses for the account of Customer, Customer agrees to promptly reimburse ROI for any such amounts so advanced or paid. In the event of any default by Customer, Customer shall pay all costs incurred by ROI in collecting any amounts due under this Agreement, including without limitation reasonable attorneys' fees and costs including fees and costs arising from the representation of ROI in a bankruptcy of Customer.

2. PRICING; TAXES; SHIPMENT; TITLE

2.1 **Pricing.** Unless otherwise specified in the Order(s) applicable thereto, prices for Products, rates for personnel performing Services, and rental rates for Rental Equipment shall be those stated in the applicable ROI Price Book at the time the Order(s) is entered into. Price Book prices are subject to change at any time, without notice. When prices are quoted by ROI, same shall be valid for thirty (30) days only, unless otherwise noted in the quotation. Not all Products listed in ROI's Price Book are available at every ROI location.

All Product pricing is based on ROI's standard procedures and specifications for manufacturing and testing the

Product. Cost of additional labor, materials or outside services for Customer-requested modification of such procedures, specifications and/or testing will be charged to Customer at ROI's cost (including, but not limited to, direct and indirect cost, such as engineering, travel, labor, overhead and shop supplies), plus fifteen percent (15%) administrative charge.

2.2 **Taxes**

(a) ROI and Customer are responsible for all taxes legally imposed upon their respective businesses, including taxes imposed upon their respective income, personnel or property. Such taxes are for ROI's or Customer's account, as applicable, and each Party shall indemnify the other from any liability with respect thereto.

(b) Unless otherwise stated in the Order(s), prices and rates quoted by ROI and other charges payable by Customer are exclusive of Taxes and Duties (as those terms are defined below). If not included in the price or rates, such Taxes and Duties shall be shown as a separate line item on the invoices submitted by ROI, are in addition to the prices or rates, and shall be for Customer's account. The term "Taxes and Duties" shall mean all fees or charges imposed, assessed or levied by any governmental department, agency, or taxing authority (a "Taxing Authority") with respect to the Work performed by ROI and shall include property taxes, sales and use taxes, value added taxes, goods and services taxes and excise taxes or other charges of a similar nature, customs or other duties, customs agent fees and other such charges and fees.

(c) Each Party shall be liable for and indemnify the other Party from and against all Claims resulting from the failure of the indemnifying Party to pay any of the Taxes or Duties for which the indemnifying Party is responsible under this Section 2.2.

(f) The provisions of this Section 2.2 shall continue after the expiration or termination of any Order(s) or the completion of Work thereunder.

2.3 **Shipment.** Unless otherwise specified in the Order(s) with respect thereto, Prices for Products sold to Customer are Ex Works ROI's Facility (Incoterms 2010). Customer will arrange for shipping and pay all shipment costs. If Customer requests ROI to arrange for Product shipment or does not furnish ROI with shipping instructions prior to the time Products are ready for shipment, ROI will ship the Products to Customer, at Customer's risk, via a commercial carrier of ROI's choosing, and charge Customer at ROI's cost, plus fifteen percent (15%) administrative charge. All shipment dates quoted are approximate and estimated from the date of a complete Order(s) with all drawings, instructions and specifications. Any alteration of an Order(s) will affect the estimated delivery date. ROI will not be liable for any failure to deliver or delays in delivery occasioned by causes beyond ROI's control, including without limitation, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, breakdowns,

delays of carriers or suppliers and governmental acts and regulations.

2.4 **Title and Risk of Loss.** Title and risk of loss for Products sold to Customer will pass to Customer upon delivery of the Products, Ex-Works ROI's Facility (Incoterms 2010) or current standard as applicable according to the Incoterms stated on the Order(s).

3. WARRANTIES AND REMEDIES

3.1 ROI Product Warranties.

(a) ROI warrants to Customer that all Products of its own manufacture ("ROI Products") supplied pursuant to an Order(s) (i) shall conform in all respects to ROI's published Product specifications (and to any additional Customer specifications stipulated and agreed to in the Order(s) therefore); and (ii) shall be and remain free of defects in materials and workmanship until the earlier of (a) twelve (12) months from installation, (b) eighteen months (18) from the date of shipment to Customer or (c) as applicable, the date same are run or installed downhole below the rotary table. Except with respect to Non-Standard Products, ROI reserves the right to make substitutions or design and construction modifications with respect to any Products, provided those substitutions changes do not affect the performance of the Products. Substituted Products shall conform to the foregoing warranties.

(b) **Unless otherwise expressly stated in the Order(s) with respect to a particular ROI Product, the foregoing ROI Product warranties are the sole and exclusive warranties made by ROI with respect to ROI Products, and ROI HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE.**

(c) **The foregoing ROI Product warranties do not apply to (i) ROI Products that have been modified after their delivery; (ii) ROI Products subjected to improper handling, storage, installation, operation or maintenance; including use of unauthorized replacement parts or operation under more severe conditions than those for which the Product is rated; (iii) ROI Products (or any component thereof) requiring replacement because of natural wear and tear; (iv) the design of ROI Products which were modified according to specification furnished by Customer; or (v) Customer's failure to implement any update, upgrade or adjustment to the ROI Product (or any component thereof) recommended by ROI and furnished by it without cost to Customer.**

3.2 **Remedies for Breach of ROI Product Warranties.** ROI shall, at its sole cost and expense, repair or replace with products of like or comparable quality any ROI Product not conforming to the ROI Product warranties specified above; ***provided*** Customer has notified ROI of the non-conformity within the warranty period specified in Section 3.1 above. **The foregoing remedies of repair or replacement shall be**

the sole and exclusive obligations and responsibilities of ROI (and the sole and exclusive remedies of Customer) with respect to ROI Products not conforming to the Product warranties specified in Section 3.1 above. ROI's responsibility to repair or replace ROI Products shall not exceed the price of the Products or extend to any ancillary or related costs (such as installation or removal) not included in the original Order(s) with respect to such Products.

3.3 **Third-Party Product Warranties.** Customer acknowledges that certain Products to be provided by ROI may be secured by ROI from Third Parties ("Third-Party Products"). **With respect to Third-Party Products, ROI warrants that same will be new (unless otherwise specified in the Order(s)) but makes no other representations or warranties whatsoever with respect thereto, hereby disclaiming any and all other warranties, express or implied. ROI shall pass through to Customer any Third-Party Product warranties provided by the Third-Party Product's manufacturer, to the extent same are transferable, and shall provide Customer reasonable assistance in the pursuit and enforcement of all warranty claims with respect to Third-Party Products.**

3.4 **Service Warranties.** ROI may offer technical advice or assistance and/or provide drawings or general information to Customer based upon laboratory and/or field experience and customer understands and agrees that such advice represents only good faith opinions and does not constitute a warranty or guarantee. Similarly, ROI does not warrant or guarantee the results of the Services it performs or represent that those Services will achieve Customer's intended objectives, but does warrant to Customer that all Services performed by ROI (i) shall be performed in a good and workmanlike manner, with reasonable diligence, using competent workmen and supervisors; (ii) shall be performed in accordance with the specifications (if any) detailed in the Order(s) therefore; and (iii) shall be performed in accordance with the requirements of any applicable laws.

3.5 **Remedies for Breach of Service Warranties.** ROI shall, at its sole cost and expense, reperform any Services (or portion thereof) not conforming to the Service warranties specified above; ***provided*** Customer has notified ROI of the non-conformity within thirty (30) days of the date of the completion of the Services with respect to which the warranty claim is made ("Nonconforming Services"). If the Parties mutually determine that ROI's reperformance of the Nonconforming Services cannot or will not provide a commercially viable remedy, ROI shall, at its option, either refund or credit in full the Price paid by Customer for the Nonconforming Services. The foregoing remedies of reperformance of Nonconforming Services, or the refund or credit of the Price paid therefore, shall be the sole and exclusive obligations and responsibilities of ROI (and the sole and exclusive remedies of Customer) with respect to Nonconforming Services.

4. INDEMNITY; RELEASE; WAIVER

4.1 ROI RELEASE AND INDEMNITIES. EXCEPT AS PROVIDED IN SECTIONS 5.4 AND 5.5 BELOW, ROI AGREES TO INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM, OR RELATING TO (I) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, AFFECTING ANY PERSON WHO IS A MEMBER OF THE ROI GROUP, (II) LOSS OR DAMAGE TO PROPERTY OF ROI GROUP EXCLUDING PRODUCTS AND RENTAL EQUIPMENT AFTER DELIVERY TO CUSTOMER AND (III) POLLUTION OR CONTAMINATION WHICH ORIGINATES FROM ROI'S RENTAL EQUIPMENT ABOVE THE SURFACE OF THE EARTH OR WATER WHILE SUCH ROI RENTAL EQUIPMENT IS IN ROI'S SOLE POSSESSION OR CONTROL, INCLUDING COSTS OF CLEAN UP OR REMEDIATION ASSOCIATED THEREWITH ARISING OUT OF OR IN CONNECTION WITH THE WORK PERFORMED BY ANY MEMBER OF ROI GROUP UNDER ANY ORDER.

4.2 CUSTOMER RELEASE AND INDEMNITIES. CUSTOMER AGREES TO INDEMNIFY ROI GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM, OR RELATING TO (I) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, AFFECTING ANY PERSON WHO IS A MEMBER OF THE CUSTOMER GROUP; (II) LOSS OR DAMAGE TO PROPERTY OF CUSTOMER GROUP INCLUDING PRODUCTS AND RENTAL EQUIPMENT AFTER DELIVERY TO CUSTOMER AND INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO ANY WELL BEING DRILLED OR WORKED OVER BY CUSTOMER GROUP AND LOSS OR DAMAGE TO ANY RESERVOIR OR UNDERGROUND RESOURCE AND (III) EXCEPT AS STATED IN SECTION 4.1 (III) ABOVE, POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE OR BELOW THE SURFACE OF THE EARTH OR WATER WHICH MAY OCCUR IN CONJUNCTION WITH THE WORK, INCLUDING, BUT NOT LIMITED TO, THAT WHICH MAY RESULT FROM ANY BLOWOUT, FIRE, EXPLOSION OR OTHER CATASTROPHIC EVENT RESULTING IN A WILD WELL, OR ANY FIRE OR EXPLOSION AT THE WORK SITE, AND ALL COSTS ASSOCIATED WITH ANY OF THE FOREGOING EVENTS, LOSS OR DAMAGE TO ANY RESERVOIR, FORMATION, OR WELL BORE, AND ANY OTHER SUBSURFACE AND SUBSEA LOSS OR DAMAGE, AND/OR THE COST OF REDRILLING A WELL OR FISHING; AND/OR ANY LOSS, DAMAGE, INJURY AND/ OR DEATH SUFFERED OR SUSTAINED BY ANY THIRD PARTY RESULTING FROM ANY OF THE EVENTS DESCRIBED ABOVE.

4.3 Third Party Claims. Subject only to the provisions of Section 4.2(iii) above, each Party shall, to the full extent of its liability therefore under Applicable Law, be and remain responsible for, and shall Indemnify the other Party and all members of its Group from and against, any and all Claims resulting from or with respect to (i) bodily injury, disease, or death suffered by any Third Party, or (ii) damage to or loss of property suffered or sustained by any Third Party.

4.4 Consequential Damages Waiver.

(a) Notwithstanding any provision of these Terms and Conditions to the contrary, neither Party shall be liable to the other Party (or any member of the other Party's Group) for, and each Party hereby waives and releases the other Party from and against, any and all Claims for Consequential Damages (as hereinafter defined). For purposes of the foregoing, the term "Consequential Damages" shall mean and include (i) all indirect, incidental, special, punitive, exemplary, or consequential damages or consequential losses of any nature whatsoever (whether or not foreseeable), and (ii) damages or losses, whether direct or indirect, for lost product or production, lost profit or revenue, loss of data, reservoir loss or damage, loss of or damage to the well or the hole, lost business, loss of or inability to use property and equipment, losses from business interruptions, losses resulting from failure to meet other contractual commitments or deadlines, or losses from downtime of rigs, vessels or facilities.

(b) Without negating the preceding general exclusion of Consequential Damages, the Parties expressly agree that Claims with respect to the following shall NOT be considered Consequential Damages and are recoverable between the Parties: (i) ROI claims with respect to amounts due it for Work or Customer's cancellation of an Order(s); (ii) damages for breaches of a Party's obligations with respect to the Confidential Information (as hereinafter defined) or Intellectual Property of the other Party, or (iii) Third Party Claims with respect to which a Party is entitled to indemnification under these Terms and Conditions.

4.5 Express Negligence. SUBJECT ONLY TO LIMITATIONS IMPOSED BY APPLICABLE LAW OR PUBLIC POLICY, THE INDEMNITIES SET FORTH IN THIS ARTICLE ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF, NOTWITHSTANDING ANY STATUTE, RULE, OR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. THE INDEMNITIES SET FORTH IN THIS ARTICLE APPLY REGARDLESS OF WHETHER OR NOT THE CLAIM OR LOSS IS CAUSED BY THE SOLE, JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE (IN ANY AMOUNT), GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, BREACH OF STATUTE OR OTHER FAULT OR FORM OF LIABILITY OF ANY MEMBER OF ROI GROUP, CUSTOMER GROUP, OR A THIRD PARTY, THE UNSEAWORTHINESS OR UNAIRWORTHINESS OF ANY VESSEL OR CRAFT, OR ANY PRE-EXISTING CONDITION.

4.6 Liability Cap. Save and except for ROI's Indemnification obligations under Sections 4.1, and 4.3 above, which shall not be so limited, and subject to the provisions of Section 3 limiting ROI's responsibility for breach of warranty claims, ROI's maximum aggregate liability with respect to Claims arising out of, or in any way relating to its performance of

Work under any Order(s), whether sounding in contract or tort (including negligence, gross negligence, willful misconduct, strict liability and breach of statutory duty), at law or in equity, shall be limited to the aggregate amounts paid to and received by ROI Group during the twelve (12) month period immediately preceding the event giving rise to the Claim for all Work performed by ROI Group, not to exceed \$1,000,000, in the aggregate, in any twelve (12) month period (the "Liability Cap"), and Customer hereby waives and releases ROI Group from any such liability in excess of the Liability Cap.

5. RENTAL EQUIPMENT

5.1 **Rental Equipment Warranties.** ROI warrants that all Rental Equipment shall, upon delivery to Customer, (i) be clean and in good mechanical condition; (ii) be capable of operating in accordance with its rated capacities and capabilities when operated in accordance with the Rental Equipment Guidelines (as described in Section 5.3 below) and otherwise conforms to any additional specifications stipulated in the Order(s); and (iii) comply with the requirements of all applicable laws and regulations. **ROI makes no other representations or warranties whatsoever with respect to Rental Equipment, hereby expressly disclaiming any and all other warranties, express or implied, including any warranty that the Rental Equipment will be merchantable or suitable for any particular use or purpose.**

5.2 **Delivery and Inspection.** Unless otherwise specified in the Order(s), ROI shall, at Customer's expense, deliver all Rental Equipment to the Work Site specified in the Order(s). Customer shall conduct a thorough visual inspection of all Rental Equipment upon its delivery to the Work Site and shall promptly notify ROI of any apparent defects or deficiencies therein or damages thereto. Within 72 hours of its first use of the Rental Equipment, Customer shall notify ROI, in writing, if same is non-operational by reason of a latent defect not discoverable from a thorough visual inspection, or otherwise fails to satisfy the requirements of the Order(s). If Customer timely notifies ROI that the Rental Equipment is damaged, defective, non-operational, or otherwise fails to satisfy the requirements of the Order(s), ROI shall replace the Rental Equipment, at ROI's expense, within 72 hours after its receipt of such notice, or as soon as reasonably practical under the circumstances.

5.3 **Use and Control.** Customer shall have and assume all responsibility for the care, custody and control of the Rental Equipment after delivery and until its return, and agrees to use and operate the Rental Equipment in a careful and prudent manner, using only competent and properly trained employees or subcontractors, and only in accordance with any written installation, maintenance and/or operating manuals, procedures or instructions applicable thereto furnished by ROI (collectively "Rental Equipment Guidelines") and the requirements of all applicable laws and regulations. Customer shall not move the Rental Equipment from the Work Site specified in the

Order(s), sublease the Rental Equipment or allow any Third Party to operate such equipment without the prior written consent of ROI. Customer shall not modify the Rental Equipment without ROI's prior written consent, and shall not change, alter or remove any insignia, serial number or lettering of or on the same, or affix any of its own markings or insignia thereto.

5.4 **Return of Rental Equipment.**

At the end of the rental period, Customer shall return the Rental Equipment to ROI at ROI's Facility clean, and in the same condition as received (ordinary wear and tear excepted), and shall pay or reimburse ROI for the costs of any inspections performed by ROI or any Third Party engaged by ROI for that purpose. Where the Rental Equipment is returned and is found (in the sole opinion of ROI) not to be in substantially the same condition (ordinary wear and tear excepted) Customer shall be responsible for all costs incurred by ROI in returning the Rental Equipment to its condition plus an administrative charge of fifteen percent (15%). Rental Equipment which has been run downhole shall also be inspected and tested for the presence of Naturally Occurring Radioactive Material, including Technologically Enhanced Naturally Occurring Radioactive Material (collectively "NORM") upon its return and, if found to be contaminated with NORM above the levels permissible under Applicable Law, Customer shall, at its sole cost and expense, either (i) take direct responsibility for decontaminating the Rental Equipment, at its expense, at an appropriately licensed facility and for returning same to ROI's Facility, or (ii) direct ROI to have the Rental Equipment decontaminated at a licensed facility. For Rental Equipment decontaminated by ROI, Customer shall reimburse ROI for all NORM decontamination charges incurred by ROI, including transportation, plus fifteen percent (15%) administrative charge.

5.5 **Lost in Hole/Damaged Beyond Repair**

(a) Notwithstanding the provisions of Section 4.1 above, Customer agrees to pay for, or to reimburse ROI for any loss of or damage (which includes damage beyond repair) to Rental Equipment (i) that occurs while the Rental Equipment is in the hole, or in the drill string below the level of the rotary table; (ii) that results from the flow or existence of any substance from or in the reservoir or well, or any well condition (including corrosion, erosion, embrittlement or abrasion); or (iii) that occurs while Rental Equipment is otherwise in the care, custody and control of any member of Customer Group (ordinary wear and tear excepted) (e.g., while being transported on, or being loaded or unloaded to/from, a conveyance provided or arranged for by any member of Customer Group).

(b) Unless the Parties stipulate a replacement price for Rental Equipment in the applicable Order(s), Customer shall pay or reimburse ROI for the replacement value of the lost (or damaged beyond repair) Rental Equipment, plus any applicable taxes, as well as the costs of shipping the

replacement tools or equipment from the manufacturer thereof to the ROI's designated location.

6. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; DISCOVERIES

6.1 Confidential Information.

(a) Each Party receiving Confidential Information (the "Receiving Party") warrants and agrees that for a period of five (5) years after its receipt thereof, it shall maintain and safeguard the confidentiality of all Confidential Information received by it from the other Party (the "Disclosing Party"), handling and treating it with at least the same degree of care (and affording it the same protections) the Receiving Party observes and provides for its own confidential, proprietary and trade secret information, and in all events with at least a reasonable standard of care. For purposes of these Terms and Conditions, the term "Confidential Information" shall mean and include only confidential, non-public information provided by the Disclosing Party that describes, pertains or relates to the Work or the performance thereof (including information with respect to the Work Site) or to the tools, equipment, processes or technologies employed in performing the Work. Confidential Information shall not include information which is independently developed by a Party, without reliance upon or reference to the Confidential Information of the other Party.

(b) Nothing contained herein shall in any way limit or restrict a Receiving Party's right to use, disclose, or otherwise deal with any Confidential Information of the Disclosing Party which (i) is or becomes generally available in the public domain through no wrongful act or unauthorized disclosure of the Receiving Party, (ii) was lawfully in the Receiving Party's possession prior to being provided to the Receiving Party, or (iii) is independently made available to the Receiving Party as a matter of right by a Third Party who is under no obligations to maintain the confidentiality thereof.

(c) If a Receiving Party receives a request or order to disclose all or any part of the Disclosing Party's Confidential Information under the terms of a discovery request, subpoena, or other order issued by a court or governmental body pursuant to law or regulation (a "Disclosure Request"), the Parties each hereby agree (i) to promptly notify the other Party of the existence, terms and circumstances surrounding the Disclosure Request and (ii) to reasonably assist the other Party in seeking an appropriate protective order and/or taking other legally-available steps to resist or narrow the scope of the Disclosure Request, and (iii) if disclosure of the Confidential Information of the Disclosing Party is required to prevent the Receiving Party from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as it is, in the opinion of the Receiving Party's counsel, legally compelled to disclose.

6.2 Intellectual Property Rights.

(a) Unless the Parties have otherwise agreed in writing, a Party's Intellectual Property (and any development, enhancement, improvement, or derivative thereof, regardless of inventorship) shall be and remain the property of that Party. To the extent any Intellectual Property of a Party (and/or any enhancement, improvement, or derivative thereof) is incorporated into or necessary for the performance of any Work provided to Customer, that Party grants the other Party only a non-exclusive, non-transferrable, non-sub-licensable, revocable, royalty-free, right and license to use such Intellectual Property incorporated into the Work solely for the purpose of performing or using such Work, as applicable. Except as expressly stated herein, neither ROI nor Customer shall have any right or license to use, whether directly or indirectly, any of the other's Intellectual Property. The foregoing does not, however, grant or extend to Customer any ownership interest in or license to use (or right to sublicense) any computer programs, software or firmware used or employed by ROI in performing Work or made available to Customer in connection therewith.

(b) If ROI and Customer or their respective employees jointly develop any Intellectual Property which is not an enhancement, improvement or derivation of either Party's Intellectual Property ("Joint IP"), the Joint IP shall be owned by ROI. ROI hereby grants Customer, a revocable, non-exclusive, non-sub-licensable, non-transferrable, royalty free, right and license to use the Joint IP incorporated into the Work solely for the purpose of using such Work.

6.3 Reverse Engineering Prohibited. Except to the extent necessary for the maintenance or repair thereof, Customer shall not (and shall not direct or permit any Third Party to) disassemble any ROI Product(s) or Rental Equipment, or decompile, analyze or otherwise seek to reverse engineer any ROI Product(s) or Rental Equipment (or any component part thereof) in an effort to discover its design, structure, construction, or formulation, or the firmware used or embedded therein.

6.4 Injunctive Relief. Because money damages would not be a sufficient remedy for any breach or threatened breach by Customer of this Article 6, ROI shall be entitled to specific performance, injunctive or other equitable relief to enforce the provisions of this Article 6, without the necessity of proving irreparable harm, without the necessity of posting bond, and without waiving any other remedies available to it, at law or in equity. In the event of such an action, ROI shall be entitled to recover its reasonable attorney's fees and costs of litigation.

7. INSURANCE

7.1 Insurance in Support of Indemnities. Customer and ROI shall each procure and maintain in support of their respective indemnity obligations under these Terms and Conditions, and not as an obligation separate or independent therefrom, policies of insurance of the

following types (with coverage amounts not less than the minimum limits specified) (the “Insurance Policies”):

- (a) Statutory Workers’ Compensation Insurance complying with applicable state or provincial laws and Employer’s Liability Insurance covering all of the Party’s employees, with liability limits of \$1,000,000.00 per occurrence.
- (b) Comprehensive or Commercial General Liability Insurance (including contractual liability for the Party’s obligations to Indemnify the other Party) with combined single limits of not less than \$1,000,000.00 per occurrence and in the aggregate, to include bodily injury and property damage, specifically including Contractual Liability.
- (c) Comprehensive or Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used by it in connection with the Work, if any, with a combined minimum limit of \$1,000,000 each occurrence for bodily injury and property damage.
- (d) Excess Liability Insurance over that required in Paragraph (a), (b) and (c) above, with minimum limits of \$4,000,000.00 per occurrence and in the aggregate, specifically including Contractual Liability.
- (e) If the Work to be provided by ROI involves well(s) that Customer operates, Customer shall procure and maintain, at its sole expense, a Control of Well Policy that covers the cost of regaining control of a Wild Well, pollution, stuck drill stem, and evacuation expense.
- (f) All Insurance Policies must be issued by a reputable insurance company with a Best’s Issuer Credit Rating of A+ or better and shall be obtained by each Party at its sole cost and expense.

7.2 **Insurance Policy Endorsements.** To the extent of its indemnity obligations under these Terms and Conditions, each Party’s Insurance Policies shall be endorsed to (i) name the other Party (and all members of the other Party’s Group) as an additional insured (except Workers Compensation and Employer’s Liability), (ii) provide that the insurer waives its rights of subrogation against the other Party’s Group and its insurers, and (iii) be primary as to any other insurance policies. Neither Party’s Insurance Policies (or any of them) shall be cancelled or materially modified or amended without thirty (30) days’ advance written notice to the other Party.

7.3 **Certificates of Insurance.** Each party shall deliver to the other, upon request, certificates of insurance showing that its Insurance Policies (endorsed as described above) are in full force and effect, and ROI shall have no obligation to perform Work unless and until it has received same.

7.4 **Indemnity not Limited by Insurance Coverage.** The insurance coverages specified in Section 7.1 represent minimum requirements and are not to be construed to void or limit either Party’s indemnity obligations under these Terms and Conditions.

8. LAWS AND REGULATIONS

8.1 **Compliance with Laws.** Customer (and all members of its Group) shall comply with all applicable laws and regulations in the performance of their obligations and the enforcement of their rights under these Terms and Conditions and all Order(s). Notwithstanding anything to the contrary in these Terms and Conditions, Customer shall not be required to take any action prohibited or penalized by, or to refrain from taking any action required under, the laws of any applicable domestic or foreign jurisdiction relating to international boycotts.

8.2 **Trade Compliance.**

(a) Without limiting the generality of Section 8.1, Customer agrees to comply with all applicable laws, ordinances, rules, regulations, by-laws, decrees, orders and the like, whether of governmental or other authority or agency, related to economic sanctions, embargoes, international boycotts and/or the importation, exportation, or re-exportation of any equipment, product, materials, software (including source code), technical data or technology (collectively “Trade Compliance Laws”), and shall not, directly or indirectly, sell, provide access to, export, re-export, transfer, divert, loan, lease, consign, transship, transport, or otherwise dispose of any ROI equipment, product, materials, software (including source code), technical data or technology to, via, or for (i) any entity known to be headquartered in, or owned or controlled by a national of, any country or region subject to comprehensive sanctions at any time applicable to ROI, including currently Cuba, Iran, North Korea, Sudan, Syria, Russia, and the Crimea Region of Ukraine, (ii) any other Person identified on a denied or restricted party list applicable to ROI, or (iii) any activity or end-use restricted by Trade Compliance Laws without first obtaining all required government authorizations and ROI’s written permission. Customer agrees to complete ROI’s end-use, end-user, end-destination documentation when requested.

(b) ROI shall have the right, in its sole discretion, to immediately suspend performance under or to terminate any Order(s) if (i) applicable comprehensive sanctions are imposed, or (ii) Customer is designated as or determined to be a denied or restricted party under any Trade Compliance Law.

8.3 **Ethics and Anticorruption.** ROI complies with and requires that each member of Customer Group comply with, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and/or any applicable laws related to anti-corruption, anti-kickbacks, and anti-money laundering with regards to the Work. Customer shall make no facilitating payments, or grease payments, with regards to the Work.

8.4 **Termination and Indemnification.** If ROI is required by Customer to engage in any act that violates this Article 8, ROI may immediately terminate any Order(s) and will not be in breach or default as a result of such termination.

Customer agrees to Indemnify ROI Group for all Claims arising from Customer's violation of this Article 8.

9. ASSIGNMENT AND SUBCONTRACTING

ROI may assign any Order(s) (or any rights and interests thereunder) to an Affiliate, or subcontract the Work (or any portion thereof) to be performed under any Order(s), but shall not assign any Order(s) to any Third Party without the prior written consent of Customer, which consent shall not be unreasonably withheld, conditioned, or delayed. Customer may not assign any Order(s) (or any rights and interests thereunder) without the prior written consent of ROI. Subject to the foregoing, each Order(s) shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

10. FORCE MAJEURE

(a) Neither Party shall be considered in breach of any Order(s) or the requirements of these Terms and Conditions (excluding the obligation of Customer to pay ROI for the Work) if prevented from performing due to a Force Majeure Event. The term "Force Majeure Event" means any act or event that renders it wholly or partially impossible for the affected Party to perform its obligations under these Terms and Conditions or any Order(s) or delays such affected Party's ability to do so, when such act or event (i) is beyond the reasonable control of the affected Party, (ii) is not due to the fault or negligence of the affected Party, and (iii) could not have been avoided by the affected Party by the exercise of reasonable diligence.

(b) Should a Force Majeure Event delay ROI's performance of Work under an affected Order(s) by more than thirty (30) days and cannot be accommodated by adjustment to the schedule of the Work, either Party may terminate the affected Order(s) by giving five (5) days written notice to the other Party. In the event of such termination, ROI shall be paid or reimbursed for (i) all Work performed prior to the date of termination and (ii) any other reasonable costs incurred as a result of such termination (including ROI's standard personnel and equipment stand-by charges, demobilization costs, and any early vendor termination expenses incurred). If the Force Majeure Event affects only a portion of the Work and Customer should elect to terminate the Order(s), then Customer shall pay the early termination fee specified in the Order(s) (if any) or as agreed between the Parties. Subject to the foregoing and/or any other compensation or reimbursement provided for in the applicable Order(s), each Party shall otherwise bear its own costs for the Force Majeure Event.

11. GOVERNING LAW; DISPUTE RESOLUTION; ATTORNEYS' FEES

11.1 Governing Law and Venue.

(a) The Parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from these Terms and Conditions and shall not be applied to any Order(s) hereunder.

(b) Any dispute arising out of or in connection with these Terms and Conditions and Order(s) hereunder shall be resolved in accordance with laws of the State of Texas, which shall apply without regard to any choice of laws or conflict of laws provisions which would direct the application of the laws of another jurisdiction. Venue for any litigation filed with respect to these Terms and Conditions or any Order(s) (or the Work performed thereunder) shall be exclusive in the courts, state or federal, sitting in Houston, Harris County, Texas, and **TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY SUCH LITIGATION.**

(c) If pursuant to applicable law or statute, the law of Texas cannot be applied, then the Parties understand and agree that these Terms and Conditions and the applicable Order(s) under dispute shall be governed, construed, and interpreted in accordance with the laws of England and Wales, which shall apply without regard to any choice of laws or conflict of laws provisions which would direct the application of the laws of another jurisdiction. Any dispute, controversy or claim arising out of, in connection with, or relating to such Work or any Order(s) governing such Work (other than the seeking of temporary pre-judgment, equitable relief, which action(s) shall be conducted in a court of law) shall be exclusively resolved by binding arbitration, administered by the ICC in accordance with the ICC Rules in effect at the time that the arbitration is filed, provided that the provisions of this Article 11 shall prevail in the event of any conflict with the ICC Rules. The Emergency Arbitrator Provisions (or other similar rules or provisions pertaining to pre-judgment, equitable relief) shall not apply. The proceedings shall be conducted and concluded as soon as reasonably practicable, based upon the schedule established by the tribunal. The seat of arbitration shall be London, England (or such other location as the Parties may agree upon in writing), and the proceedings shall be conducted and concluded as soon as reasonably practicable, based upon the schedule established by the Tribunal.

11.2 Attorneys' Fees and Injunctive Relief. The prevailing Party in any litigation or arbitral proceedings shall be entitled to recover, in addition to any damages or other relief awarded to it, reasonable attorney's fees, fees and expenses of the arbitrator, court costs, fees of testifying experts or consultants, and other expenses related thereto. Nothing herein shall prohibit a Party from availing itself of a court of competent jurisdiction for the purpose of injunctive relief.

12. SEVERABILITY

If any of the provisions in these Terms and Conditions are found to be inconsistent with or contrary to any Applicable Law, same shall be deemed to be modified to the extent required to comply with Applicable Law (it being the intention of both Parties to enforce to the fullest extent all of these Terms and Conditions), and as so modified, these Terms and Conditions shall continue in full force and effect.

In the event such provisions cannot be deemed or modified automatically, the Parties agree to meet to attempt to reach agreement on a conforming modification to such provision. In the event any provision cannot be modified to comply with Applicable Law, then that term or provision shall be deemed to be deleted from these Terms and Conditions and the remaining provisions shall remain in full force and effect.

13. WAIVER OF TERMS

No waiver by ROI of any of the terms, provisions, or conditions of these Terms and Conditions shall be effective unless expressly stated in a writing signed by an authorized officer of ROI. ROI's failure to enforce any term, provision or condition of these Terms and Conditions shall in no manner affect its right to enforce the same at a later time, and the waiver by ROI of any breach of any term, provision or condition of these Terms and Conditions shall not be construed to be a waiver by ROI of any subsequent or succeeding breach of such term, provision or condition or of any other term, provision or condition hereof.

14. ACKNOWLEDGEMENT AND ACCEPTANCE

ROI may revise and post updates to these Terms and Conditions from time-to-time, and all Order(s) will be subject to the most recently posted version of these Terms and Conditions. In accepting Work from ROI, Customer shall be deemed to have accepted these Terms and Conditions, unless ROI and Customer have entered into a separate, written, master services agreement, supply agreement, equipment rental agreement, or other contract which governs the Work.