

INTELIE LIVE SOFTWARE END USER LICENSE AGREEMENT

This Software License Agreement (the “Agreement”) governs your and the Company’s relationship concerning the licensing, installation and use of INTELIE *LIVE*™ software. By installing INTELIE *LIVE* you are indicating that you have read and understand this Agreement and agree to be bound by it (whether you are acting on behalf of yourself or a corporation, partnership, limited liability company or other entity that you represent). If you are acting on behalf of an entity and not individually, then you also represent that you have the authority to act on behalf of and bind that entity to the terms and conditions contained in this Agreement.

As used in this Agreement, “Intelie” refers to Intelie Soluções em Informática S.A., a wholly owned subsidiary of RigNet, Inc., a Delaware corporation, with its address for notices at P. O. Box 941629, Houston, Texas 77094, and “RigNet” refers to RigNet, Inc. “Customer” refers to individual, or the entity on whose behalf you have entered into this Agreement or, if there is no such entity, you as an individual. “Company” shall refer to the company providing the services to Customer, either Intelie or RigNet as the case may be.

1. DEFINITIONS. Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth as follows:

- 1.1 “**Affiliate**,” with respect to a party, means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, “control” means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).
- 1.2 “**Content Subscription**” means certain entitlement for Customer to receive a collection of updated contents applicable to the licensed Software (such as models, rules and configurations, as further described in the relevant end user documentation for the licensed Software) on a periodic basis for the duration of the subscription period. This can be purchased as an add-on service to the term license to the applicable licensed Software as identified in the applicable Order.
- 1.3 “**Delivery**” means the date of Company’s initial delivery of the license key for the applicable Software or otherwise making the applicable Software available for download by Customer.
- 1.4 “**Disabled Materials**” means certain materials (including programs, modules or components, functionality, features, documentation, content or other materials) that may be contained in or provided with the Software as part of the delivery mechanism used by Company, but that are disabled or hidden in Customer’s setting, because Customer either: (a) does not have the relevant license or license key, or (b) has not paid the applicable Fees, for those materials.
- 1.5 “**Enhancements**” means any updates, upgrades, releases, fixes, enhancements, extensions, or modifications to the licensed Software made generally commercially available by Company to its support customers as set forth in the Intelie LIVE Subscription Terms & Conditions found at www.rig.net/terms-and-conditions.
- 1.6 “**Evaluation Software**” means Software that is specified in an applicable Order as provided under an evaluation license.
- 1.7 “**Feedback**” means all suggestions for improvement or enhancement, recommendations, comments, opinions, code, input, ideas, reports, information, know-how or other feedback provided by Customer (whether in oral, electronic or written form) to Company in connection with the Software. Feedback does not include any data, results or output created or generated by Customer using the Software, unless specifically submitted or communicated by Customer to Company as part of the Feedback.

- 1.8 “**Free Software**” means Software that is specified in an applicable Order that is provided to Customer without charge.
- 1.9 “**Government**” means an agency, department, or instrumentality of the United States government.
- 1.10 “**INTELIE LIVE™**” means the Intelie LIVE suite of software products. The applicable Order or Scope of Services will define which parts or portions of Intelie LIVE are being licensed to Customer, but for purposes of convenience, the portions of the software suite that are being licensed hereunder shall simply be referred to as “Intelie LIVE”.
- 1.11 “**Intellectual Property Rights**” means all patent, copyright, trademark, and trade secret rights and other intellectual property and proprietary rights, whether registered or unregistered.
- 1.12 “**Internal Business Purpose**” means Customer’s use for its own internal business operations on Customer’s systems, networks and devices with Customer’s data. Such use does not include use by Customer on a service bureau basis or otherwise to provide services to, or process data for, any third party.
- 1.13 “**Open Source Software**” means software or similar subject matter that is distributed under an open source license such as (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, Common Public License, any derivative of any of the foregoing licenses, or any other license approved as an open source license by the Open Source Initiative.
- 1.14 “**Order**” means the scope of work as described in the applicable Order, and/or Company’s quote, statement of work, or other ordering document provided by Company and accepted by Customer or Customer’s purchase order or other ordering document submitted to Company to order Software, Materials Support Services and/or Professional Services, which references the products, services, pricing and other applicable terms, an applicable Company quote or an appropriate ordering document.
- 1.15 “**Software**” means the portion of the Intelie LIVE Software suite in object code form that is licensed to Customer and for which Customer has paid a License Fee to Company, whether directly or through an Authorized Partner.
- 1.16 “**Site**” means any one service site where the Software as a Service is accessed. A Site may be a drilling rig, a drill ship or other vessel, data van, or other facility with data processed by RigNet software. Charges are calculated per “Site”.
- 1.17 “**Materials**” means the Software license keys, and end user documentation relating to the Software.
- 1.18 “**Software**” means the Intelie LIVE products listed in an Order in object code format, and any Enhancements or software applications thereto made available to Customer by Company.
2. **SOFTWARE LICENSE.** Subject to Customer’s compliance with this Agreement, including the timely payment of all License Fees, Company grants to Customer a nonexclusive, worldwide, nontransferable, non-sublicensable license during the applicable Term to install and use the Software solely for Customer’s own Internal Business Purposes on Customer’s systems, networks and devices. Customer may not sublicense or allow others access to the Software.
3. **OPEN SOURCE SOFTWARE.** Customer acknowledges that certain Software may contain Open Source Software. Any Open Source Software that is delivered to Customer as part of the Software, and which may not

be taken out of the Software or used separately from the Software is covered by the warranty, support and indemnification provisions applicable to the Software.

4. **LICENSE RESTRICTIONS.** Software created or transferred pursuant to this Agreement is licensed, not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Unless otherwise expressly agreed to in writing by Company, Customer agrees not to:(a) copy any Software or Materials except as required to run the Software and for reasonable backup purposes; (b) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software or Materials; (c) provide any Materials to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code; (e) access or use any Disabled Materials; (f) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, any Materials; (g) violate any license restrictions or limitations identified in this Agreement; (h) use any of the features and functionalities of the Materials with external applications or code not furnished by Company or any data not processed by the Software, except otherwise specifically permitted in the documentation; (i) misuse the Software or use the Software for any illegal, harmful, fraudulent, or offensive purposes; (j) access or use any Materials except as expressly authorized in this Agreement; or (k) permit, encourage or assist any third party to do any of the foregoing.
5. **SERVICE PROVIDERS.** Customer may permit its authorized consultants, contractors, and agents ("*Service Providers*") to access and use the Software on Customer's behalf, subject to the terms and conditions of this Agreement. Customer will be liable for any Service Provider's actions relating to or use of the Software.
6. **OWNERSHIP.**
 - 6.1 Customer acknowledges and agrees that Company retains all right, title and interest in and to the Software and Materials, including all related Intellectual Property Rights, subject to any applicable rights of their third-party providers in any Third-Party Content or software included therein or provided in connection therewith. Customer further acknowledges and agrees that the Software (and all components thereof and information contained therein) are trade secrets of Company. Except for the licenses expressly granted to Customer in Section 2, Customer will not acquire or claim any right, title or interest in or to the Software, any Materials or related Intellectual Property Rights, whether by implication, operation of law or otherwise. To the extent that Customer provides any Feedback, Customer grants to Company a perpetual, irrevocable, worldwide, nonexclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use and commercially exploit the Feedback in any manner Company deems fit.
 - 6.2 As between Customer and Company, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 6.
 - 6.3 Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Company, its Subcontractors, and the Company personnel to enforce this Agreement and exercise Company's, its Subcontractors', and the Company personnel's rights and perform Company's, its Subcontractors', and the Company personnel's obligations hereunder.
 - 6.4 Company shall own all Intellectual Property Rights in Company modifications to any software provided by Company or to any Company Materials.
 - 6.5 Customer shall not use, associate or in any way connect any name or trademark of Company without the prior written consent of an authorized representative of Company.
 - 6.6 Unless otherwise agreed to in an Order issued pursuant to the terms of this Agreement specifically describing applications or other derivative works to be developed for Customer as a bespoke work, all Intellectual Property Rights, in other modifications, corrections, enhancements and derivative works (including any related materials and documentation) of the software or other related materials created

by Company during this Agreement or any Order or Statement of Work shall vest in Company (“Derivative Works”). Company hereby irrevocably assigns, transfers and conveys to Customer a fully paid, royalty-free, worldwide, perpetual, nonexclusive and irrevocable license in such Derivative Works for its own commercial purposes, but such license does not extend to the any software provided as part of the Services or to the Company Materials or create any perpetual license to use the Services or Company Materials, specifically including the Intelie LIVE software. For avoidance of doubt, the Intelie LIVE software and any modifications or enhancements to Intelie LIVE are not considered to be Derivative Works. Customer’s rights in the Derivative Works shall not create in Company any obligation to continue to provide software or other services other than as agreed to in any applicable Order or Statement of Work.

6.7 To the extent that any Intellectual Property Rights and/or moral rights in or to the Derivative Works vest in any individual subject to the control of Company and to the extent permitted by applicable law Company shall obtain from such individual a full and complete waiver of such rights.

6.8 Customer agrees not to remove any visible copyright notices and other proprietary legends appearing on any Company provided software and/or Company Materials.

7. **LICENSE FEES.** Customer will pay all license fees set forth in the Order (the “*License Fees*”) for the Software delivered to Customer no later than thirty (30) days after the date of Company’s applicable invoice. Without limitation of Company’s other termination rights, if Customer fails to pay the License Fees when due, then Company may terminate this Agreement and all licenses granted hereunder by notice to Customer. All Fees are non-refundable once paid.
8. **MAINTENANCE AND SUPPORT.** If Customer has purchased support and maintenance for the Software as set forth in the Order (the “*Support Services*”), then Company will provide the level of support and maintenance included in the Order in accordance with the Intelie LIVE Subscription Terms & Conditions set forth at www.rig.net/terms-and-conditions.
9. **CONFIGURATION SERVICES.** Subject to Customer’s payment of applicable fees, Company will provide the deployment, usage assistance, configuration, and/or training services (if any) (the “*Professional Services*”) as may be set forth in the applicable Order.
10. **SOFTWARE AUDIT.** At any time during the Term and for a period of three (3) years thereafter, Company may audit Customer’s use of the Software on ten (10) days’ advance written notice. Customer shall cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of Software. Such audit shall not unreasonably interfere with Customer’s business activities. If Company discovers unauthorized use, reproduction, distribution, or other exploitation of Software in excess of five percent (5%) of the copies or fees that would have applied to authorized exploitation, Customer shall reimburse Company for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to compensation for the Software used in excess off Customer’s subscription, plus such other rights and remedies as Company may have. Company may not conduct an audit more than once per year.
11. **WARRANTY.** Company warrants that for a period of ninety (90) days from the Delivery of Software, the Software will substantially perform the material functions described in Company’s user documentation for such Software, when used in accordance with the user documentation. The sole liability of Company (and its Affiliates and suppliers/licensors), and Customer’s sole remedy, for any failure of the Software to conform to the foregoing warranty, is for Company to (at Company’s sole option and discretion), either: (a) modify the Software so that it conforms to the foregoing warranty; or (b) replace Customer’s copy of the Software with a copy that conforms to the foregoing warranty; or (c) terminate the license with respect to the non-conforming Software and refund the License Fees paid by Customer for such non-conforming Software. All warranty claims must be made by written notice from Customer to Company on or before the expiration of the warranty period.

12. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11 ABOVE, THE MATERIALS, OPEN SOURCE SOFTWARE, THIRD PARTY CONTENT, SUPPORT SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 11, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT ERROR OR THAT USE OF THE SOFTWARE OR MATERIALS WILL BE UNINTERRUPTED OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED. COMPANY PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (A) A MODIFICATION OF THE SOFTWARE MADE BY ANYONE OTHER THAN COMPANY; OR (B) USE OF THE SOFTWARE IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED IN THE SPECIFICATIONS OR DOCUMENTATION OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE SPECIFICATIONS OR DOCUMENTATION.

13. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. COMPANY’S CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO COMPANY FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIABILITIES LIMITED BY THIS SECTION 13 APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF CUSTOMER’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IN ADDITION, CUSTOMER, AND NOT COMPANY, IS SOLELY RESPONSIBLE FOR THE ACCURACY, QUALITY AND SECURITY OF CUSTOMER’S DATA AND FOR MAINTAINING A BACKUP OF ALL SUCH DATA, AND FOR ENSURING THE SECURITY AND INTEGRITY OF CUSTOMER’S (AND ITS SERVICE PROVIDER’S) DATA, COMPUTERS, NETWORKS AND SYSTEMS (INCLUDING WITH RESPECT TO PROTECTING AGAINST VIRUSES AND MALWARE). If applicable law limits the application of the provisions of this Section 13, Company’s liability will be limited to the maximum extent permissible. For the avoidance of doubt, Company’s liability limits and other rights set forth in this Section 13 apply likewise to Company’s Affiliates, partners (including Authorized Partners as defined in Section 20 below), licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

14. INDEMNITY.

14.1 From Company. Company will defend and indemnify Customer and Customer’s Associates (as defined below) against any “Claim”, meaning any third-party claim, suit or proceeding arising out of, related to, or alleging direct infringement of any Intellectual Property Rights by the Software. Company will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of such Claim, subject to the other terms and conditions of this Agreement. Notwithstanding the foregoing, Company has no obligation to indemnify Customer to the extent any Claim arises out of: (a) Customer’s breach of this Agreement; (b) revisions to the Software made without Company’s written consent; (c) use of the Software in a manner that is not permitted under the Agreement or that is inconsistent with Company’s applicable user documentation; (d) Company’s modification of Software in compliance with specifications provided by Customer; (e) modifications to the Materials made by

anyone other than Company; (f) use of the Software in combination with hardware, software, materials, processes or services not provided by Company, where the infringement would not occur but for such combination; (g) Customer's continued use of the Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (h) any version of the Software that is no longer supported by Company ((a) through (h), collectively, "**Excluded Matters**"). If an applicable Claim is made or appears likely to be made, Company may, at its option and expense, either: (i) replace or modify the affected Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality listed in the specifications; (ii) secure for Customer the right to continue using the Software; or (iii) refund the license fees paid for the Software for every month remaining in the Term, in which case Company may terminate any or all Customer licenses to the Software granted in this Agreement, and require return or destruction of copies thereof. The preceding sentence constitutes Customer's sole and exclusive remedy, and Company's entire liability, with respect to any Claims that the Software infringes any third party's Intellectual Property Rights.

14.2 From Customer. Customer will defend and indemnify Company and Company's Associates against any claim brought against Company by a third party arising out of or relating to any Excluded Matter, and Customer will pay all damages finally awarded against Company by a court of competent jurisdiction as a result of such claim. In addition, Customer shall indemnify and defend Company and Company's Associates against any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) claims by other Users or by Customer's employees; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer data; and (c) claims that use of the System through Customer's account, including by other Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. Indemnified claims pursuant to the preceding sentence also include (d) claims related to the injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Customer or of any of its agents, subcontractors, or employees. Indemnified claims listed above in this Section 14.2 include, without limitation, claims arising out of or related to Company's negligence, but they exclude any claim that would constitute an indemnified Claim pursuant to Section 14.1 above.

14.3 Litigation & Additional Terms. The obligations of the indemnifying party ("Indemnitor") pursuant to Section 14.1 or 14.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

15. CONFIDENTIAL INFORMATION.

15.1 "Confidential Information" refers to the following items that either Party (a "Disclosing Party") discloses to the other Party (the "Receiving Party"): (a) any document the Disclosing Party marks "Confidential"; (b) any information the Disclosing Party orally designates as "Confidential" at the time of disclosure, provided the Disclosing Party confirms such designation in writing within 30 business days; (c) the System, Materials, including any license keys, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information that a Party should reasonably consider a trade secret or otherwise confidential information of the other Party. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at

the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 15.2 Nondisclosure. The Receiving Party shall not use Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement (the "Purpose"). The Receiving Party: (a) shall not disclose Confidential Information to any employee or contractor of Receiving Party unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Receiving Party with terms no less restrictive than those of this Article 15 and (b) shall not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to Receiving Party's attention. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Receiving Party shall give the Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party's expense.
- 15.3 Injunction. The Receiving Party agrees that breach of the confidentiality provisions herein would cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 15.4 Termination & Return. With respect to each item of Confidential Information, the obligations of Section 15.2 above (*Nondisclosure*) will terminate three (3) years after the date of disclosure; provided that such obligations related to Confidential Information constituting the Disclosing Party's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of these Terms and Conditions, the Receiving Party shall return all copies of Confidential Information to the Disclosing Party or certify, in writing, the destruction thereof.
- 15.5 Retention of Rights. These Terms and Conditions do not transfer ownership of Confidential Information or grant a license thereto. The Disclosing Party will retain all right, title, and interest in and to all of its Confidential Information.

16. TERM AND TERMINATION.

- 16.1 Term. This Agreement will commence upon Company's first Delivery of the Software specified in the Order (or, Company's other initial delivery of the Software to Customer) and will remain in effect until the expiration of the applicable Software license term as specified in the applicable Order, or if none, for one (1) year after the Effective Date (the "*Term*"). Thereafter, the Term will renew for successive one (1) year periods, unless either party refuses such renewal by written notice thirty (30) or more days before the renewal date. For the avoidance of doubt, termination of a license term shall not affect the term of any other licenses applicable to other Company products and services that Customer has purchased. Further, termination of a Content Subscription shall not affect the term of the base license applicable to the Software that Customer has licensed.

16.2 Evaluation Software. If Customer is granted a license for Evaluation Software, then the Term for such Evaluation Software will be specified in the Order or with the license key. If no such term is specified, the Term for Evaluation Software is thirty (30) days from the date the license key is delivered. Any license keys provided for Evaluation Software will automatically expire and cause the Evaluation Software to become non-operational at the end of the Term. If Customer wishes to use the Evaluation Software after the Term expires, then Customer must obtain the applicable paid license.

16.3 Termination. Either party may terminate this Agreement for the other party's material breach by written notice to the other party specifying in detail the nature of the breach, if the other party does not cure the breach within thirty (30) days of receiving said notice pursuant to the notice provisions herein. Company may also terminate Customer's license to any Evaluation Software at any time with or without cause by notice to Customer. Upon any expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will automatically terminate, and Customer agrees to cease immediately using the Materials and to return or destroy all copies of the Materials and other Company Confidential Information in Customer's possession or control, and certify in writing the completion of such return or destruction in accordance with Section 15.4. Upon termination of this Agreement, Company will have no obligation to refund any Fees or other amounts received from Customer during the Term, and notwithstanding any early termination above, Customer shall still be required to pay all Fees payable under an Order (i.e., no such early termination shall relieve Customer of its obligations to pay all Fees payable under an Order) unless otherwise provided in this Agreement. Section 1 (Definitions), Section 6 (Ownership), Section 10 (Software Audit), Section 12 (Warranty Disclaimer), Section 13 (Limitation of Liability), Section 14 (Indemnity), Section 15 (Confidentiality), Section 16 (Termination) and Sections 17 (Export) through 22 (Miscellaneous) will survive any expiration or termination of this Agreement.

17. EXPORT. Customer will not: (a) permit any third party to access or use the Software in violation of any relevant export laws and regulations of the United States and any other country ("**Export Laws**"); or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo, nor use the Materials for any purpose prohibited by the Export Laws, including but not limited to nuclear, chemical, missile or biological weapons related end uses.

18. PUBLICITY. Customer agrees that Company may publish a brief description of Customer's deployment of the Software and identify Customer as a Company customer on any of Company's websites, client lists, press releases, and/or other marketing materials.

19. THIRD PARTY CONTENT DISCLAIMER. Certain extensions and other materials may be available through Company for download that are developed and/or provided by third parties ("**Third-Party Content**"). If any, Company makes such Third-Party Content available for download as a convenience to its customers, but Company neither controls nor endorses, nor is Company responsible for, any Third-Party Content, including the accuracy, integrity, quality, legality, usefulness or safety of Third-Party Content. Certain Third-Party Content may, among other things, be inaccurate, nonfunctional, infringing or dangerous. Nothing in this Agreement or on any Company database will be deemed to be a representation or warranty by Company with respect to any Third-Party Content, even if a particular extension or other item of Third-Party Content is identified as "certified" for use with Software. Company has no obligation to monitor Third-Party Content, and Company may block or disable access to any Third-Party Content at any time. In addition, the availability of any Third-Party Content through Company does not imply Company's endorsement of, or affiliation with, any provider of such Third-Party Content, nor does such availability create any legal relationship between Customer and any such provider. Customer's use of Third-Party Content is at Customer's own risk and may be subject to any additional terms, conditions and policies applicable to such Third-Party Content (such as license terms, terms of service or privacy policies of the providers of such Third-Party Content).

20. AUTHORIZED PARTNERS. If Customer acquired the Software through an authorized reseller, partner or OEM of Company ("**Authorized Partner**") then, notwithstanding anything to the contrary in this Agreement: (a)

Customer's use of the Software is subject to any additional terms in the agreement provided by the Authorized Partner; (b) Customer agrees to pay the Authorized Partner the Fees and other applicable fees, and Customer will have no direct Fee payment obligations to Company for such Software; (c) Customer's agreement with the Authorized Partner is between Customer and the Authorized Partner and is not binding on Company; and (d) Company may terminate this Agreement (including Customer's right to use the Software) if Company does not receive payment for Customer's use of the Software from the Authorized Partner or if Customer breaches any term of this Agreement. If Customer's warranty and support terms stated in its agreement with the Authorized Partner are different from those set forth in this Agreement, then such different terms are solely between Customer and the Authorized Partner and Company will have no obligations to Customer under this Agreement with respect to such different terms. Except as set forth in the preceding sentence, if there is any conflict or inconsistency between this Agreement and Customer's agreement with Authorized Partner, then this Agreement will control (and will resolve such inconsistency) as between Company and Customer.

21. CHOICE OF LAW AND JURISDICTION.

- 21.1 For Services rendered in Brazil, this Agreement will be governed by the substantive laws of Brazil, exclusive of its conflict of laws principles, and any dispute related to Services and/or this Agreement shall be finally settled by binding arbitration by one (1) arbitrator in accordance with and administered by the Arbitration Rules of the London Court of International Arbitration. The place of arbitration shall be the City of Rio de Janeiro, Brazil. The language of the arbitration shall be English. Judgment on any award may be entered by any court of competent jurisdiction. The Parties expressly renounce the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.
- 21.2 For Services provided in all other jurisdictions other than Brazil, this Agreement will be governed by the laws of the State of Texas, including without limitation applicable federal law, without reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties. The Parties expressly renounce the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Houston, Texas. This Section governs all claims arising out of or related to this Agreement

22. MISCELLANEOUS

- 22.1 Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 22.2 Purchase Order. Customer's issuance of a purchase order constitutes acceptance of this Agreement notwithstanding anything to the contrary in such purchase order. If any purchase order contains any terms or conditions that are different from or additional to the terms and conditions set forth in this Agreement, then Company expressly rejects such different or additional terms and conditions, and such different or additional terms and conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice or license key that Company may issue.
- 22.3 Notices. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in the applicable Order or to such other address as may be specified by either party to the other party in accordance with this Section.
- 22.4 Assignment. Customer may not assign, delegate or transfer this Agreement, in whole or in part, by agreement, operation of law or otherwise, without the express prior written consent of Company. Any attempt to assign this Agreement other than as permitted herein will be null and void. Subject to the

foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

- 22.5 Rights and Remedies. Except as otherwise expressly set forth in this Agreement, the rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by law or at equity.
- 22.6 Waiver; Severability. The waiver by either party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 22.7 Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement; and (f) the references herein to the parties will refer to their permitted successors and assigns.
- 22.8 Operational Metrics and Usage Data. The Software may be configured to allow Company to collect and process technical and related information about Customer's use of the Software (which may include, without limitation, ingest volume, search concurrency, number of unique user logins, Internet protocol addresses, page views, session duration, and other similar data) and certain aggregated, anonymized information about the Software environment (such as hardware identification, operating system, application version), performance, configuration and other usage information. Company uses this information to support and troubleshoot issues, provide updates, automate invoices, analyze trends and improve Company's products or services. Participation in the collection and processing of such data by Company is voluntary (except for certain Free or Evaluation Software, which may require Customer's participation in an in-product analytics program as a condition of receiving access to and using such Software) and instructions on how to disable these in-product collection features are set forth in Company's end user documentation. Company collects and processes the information it collects subject to Company's Privacy Policy, which can be found at <https://www.rig.net/privacy-policy/> and is hereby incorporated by reference and made a part of this Agreement.
- 22.9 Integration; Entire Agreement. This Agreement along with any additional terms incorporated herein by reference, including any Order and the Exhibits hereto, constitute the complete and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. Any terms and conditions contained or referenced by either party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by the parties in accordance with the preceding sentence.