Software as a Service Terms and Conditions

For Intelie LIVE™ Subscription and Services

This Software as a Service Terms and Conditions (the "**Conditions")**, is made by and between the RigNet, Inc. Affiliate (as hereinafter defined) listed on the purchase order (the "**Order")** approved by such Affiliate ("**RigNet**") and the purchaser listed on the Order ("**Customer**").

1. <u>Definitions</u>.

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership of more than 50% of the voting securities of a Person.

"**Authorized User**" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to the Order; and (b) for whom access to the Services has been purchased thereunder.

"**Conditions**" has the meaning set forth in the preamble.

"**Confidential Information**" has the meaning set forth in Section 7.1.

"**Customer**" has the meaning set forth in the preamble.

"**Customer Data**" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"**Customer Failure**" has the meaning set forth in Section 4.2.

"**Customer Indemnitee**" has the meaning set forth in Section 10.1.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database

management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"**Disclosing Party**" has the meaning set forth in Section 7.1.

"**Documentation**" means any manuals, instructions, or other documents or materials that the RigNet provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or RigNet Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"**Effective Date**" has the meaning set forth in the Order.

"**Fees**" has the meaning set forth in Section 6.1.

"**Force Majeure Event**" has the meaning set forth in Section 14.9.

"**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or RigNet Systems as intended by this Agreement. Harmful Code does not include any RigNet Disabling Device.

"**Indemnitee**" has the meaning set forth in Section 10.3.

"**Indemnitor**" has the meaning set forth in Section 10.3.

"**Initial Term**" has the meaning set forth in Section 13.1.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Order**" has the meaning set forth in the preamble.

"**Permitted Use**" means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified,

contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU Regulation 2016/679 of the European Parliament and of the Counsel (the General Data Protection Regulation, repealing Directive 95/46/EEC), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

"**Process**" means to take any action or perform any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**RigNet**" has the meaning set forth in the preamble.

"**RigNet Disabling Device**" means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by RigNet or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of RigNet or its designee.

"**RigNet Indemnitee**" has the meaning set forth in Section 10.2.

"**RigNet Materials**" means the Services, Specifications, Documentation, and RigNet Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by RigNet or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or RigNet Systems. For the avoidance of doubt, RigNet Materials include Resultant Data and any information, data, or other content derived from RigNet's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**RigNet Personnel**" means all individuals involved in the performance of Services as employees, agents, or independent contractors of RigNet or any Subcontractor.

"**RigNet Systems**" means the information technology infrastructure used by or on behalf of RigNet in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by RigNet or through the use of third-party services.

"**Receiving Party**" has the meaning set forth in Section 7.1.

"**Reimbursable Expenses**" has the meaning set forth in Section 6.7.

"**Renewal Term**" has the meaning set forth in Section 13.2.

"**Representatives**" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, agents, service providers, subcontractors, and legal advisors.

"**Resultant Data**" means data and information related to Customer's use of the Services that is used by RigNet in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. RigNet's access to said data is not equivalent to a grant and an assignment of any or all right, title, and interest thereto, including any or all Intellectual Property Rights.

"**Service Allocation**" has the meaning set forth in Section 3.2.

"**Services**" means the software-as-a-service offering described in the Order.

"**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".

"**Specifications**" means the specifications for the Services set forth in the Order.

"**Subcontractor**" has the meaning set forth in Section 2.7.

"**Term**" has the meaning set forth in Section 13.2.

"**Third-Party Materials**" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to RigNet.

2.   Services.

2.1   Access and Use. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, RigNet hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14.8) right to access and use the Services during the Term, in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. RigNet shall provide to Customer the Access Credentials within a reasonable time following the Effective Date.

2.2   Documentation License. RigNet hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14.8) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.3   Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

         (a)   RigNet has and will retain sole control over the operation, provision, maintenance, and management of the RigNet Materials; and

         (b)   Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the RigNet Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or RigNet; (ii) results obtained from any use of the Services or RigNet Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4   Reservation of Rights. Nothing in the Order or in these Conditions grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, RigNet Materials, or Third-Party Materials, whether expressly, by

implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the RigNet Materials, and the Third-Party Materials are and will remain with RigNet and the respective rights holders in the Third-Party Materials.

2.5   Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. Each party shall use commercially reasonable efforts to maintain the same service manager in place throughout the Term. If either party's service manager ceases to be employed by such party or such party otherwise wishes to replace its service manager, such party shall promptly name a new service manager by written notice to the other party.

2.6   Changes. RigNet reserves the right, in its sole discretion, to make any changes to the Services and RigNet Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of RigNet's services to its customers; (ii) the competitive strength of or market for RigNet's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.

2.7   Subcontractors. RigNet may from time to time in its discretion engage third parties to perform Services (each, a "**Subcontractor**").

2.8   Suspension or Termination of Services. RigNet may, directly or indirectly, and by use of a RigNet Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or RigNet Materials, without incurring any resulting obligation or liability, if: (a) RigNet receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires RigNet to do so; or (b) RigNet believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section 2.8 does not limit any of RigNet's other rights or remedies, whether at law, in equity, or under the Order or these Conditions.

3.   Use Restrictions; Service Usage and Data Storage.

3.1   Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or RigNet Materials except as expressly permitted by the Order and these Conditions and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as the Order and these Conditions expressly permits:

(a)   copy, modify, or create derivative works or improvements of the Services or RigNet Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or RigNet Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or RigNet Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or RigNet Materials or access or use the Services or RigNet Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e) input, upload, transmit, or otherwise provide to or through the Services or RigNet Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, RigNet Systems, or RigNet's provision of services to any third party, in whole or in part;

(g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or RigNet Materials, including any copy thereof;

(h) access or use the Services or RigNet Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other RigNet customer), or that violates any applicable Law;

(i) access or use the Services or RigNet Materials for purposes of competitive analysis of the Services or RigNet Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the RigNet's detriment or commercial disadvantage; or

(j) access or use the Services or RigNet Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or

(k) otherwise access or use the Services or RigNet Materials beyond the scope of the authorization granted under this Section 3.1.

3.2   Service Usage and Data Storage. The Order sets forth Fees for services and designated levels of usage and data storage (each a "**Service Allocation**"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. RigNet will use commercially reasonable efforts to notify Customer in writing if Customer has reached eighty (80) percent of its then current Service Allocation and Customer may increase its Service Allocation and corresponding Fee obligation. If Customer exceeds its Service Allocation by more than five (5) percent for any relevant period, Customer shall also pay to

RigNet the applicable excess usage and storage Fees set forth in the Order. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other RigNet customers and agrees that a condition for excess data storage is that the full amount of data storage for Customer may not be greater than 256 GB, and data transfer not exceed 1 TB per month. If either of these parameters are exceeded, then RigNet has no obligation to permit Customer to exceed its then-current Service Allocation.

4.   Customer Obligations.

4.1   Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide RigNet Personnel with such access to Customer's premises and Customer Systems as is necessary for RigNet to perform the Services in accordance with the Specifications; and (c) provide all cooperation and assistance as RigNet may reasonably request to enable RigNet to exercise its rights and perform its obligations under and in connection with the Order and these Conditions.

4.2   Effect of Customer Failure or Delay. RigNet is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

4.3   Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.1, Customer shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and RigNet Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify RigNet of any such actual or threatened activity.

4.4   Non-Solicitation. During the Term and for two (2) years after, Customer shall not, and shall not assist any other Person to, directly or indirectly recruit or solicit (other than by general advertisement not directed specifically to any Person or Persons) for employment or engagement as an independent contractor any Person then or within the prior twelve (12) months employed or engaged by RigNet or any Subcontractor. In the event of a violation of this Section 4.4, RigNet will be entitled to liquidated damages equal to the compensation paid by RigNet to the applicable employee or contractor during the prior twelve (12) calendar months.

5.   Data Backup. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. RIGNET HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

6.   Fees and Payment.

6.1   Fees. Customer shall pay RigNet the fees set forth in the Order ("**Fees**") in accordance with this Section 6.

6.2   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of

any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on RigNet's income.

6.3   Payment. Customer shall pay all Fees and Reimbursable Expenses within thirty (30) days after the date of the invoice therefor. Customer shall make all payments hereunder in US dollars by ACH or other electronic payment method. Customer shall make payments to the account specified in the Order or such other address or account as RigNet may specify in writing from time to time.

6.4   Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a)   RigNet may charge interest on the past due amount at the lessor of the rate of 1.5% per month or the maximum rate allowed by applicable Law;

(b)   Customer shall reimburse RigNet for all costs incurred by RigNet in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

(c)   if such failure continues for ten (10) days following written notice thereof, RigNet may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.5   No Deductions or Setoffs. All amounts payable to RigNet under this Agreement shall be paid by Customer to RigNet in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason, (other than any deduction or withholding of tax as may be required by applicable Law.

6.6   Fee Increases. RigNet may increase Fees no more than once annually for any contract year after the Initial Term, by providing written notice to Customer at least sixty (60) calendar days prior to the commencement of that contract year, and the Order will be deemed amended accordingly.

6.7   Reimbursable Expenses. Customer shall reimburse RigNet for out-of-pocket expenses incurred by RigNet in connection with performing the Services ("**Reimbursable Expenses**").

6.8   Audits.

(a)   Audit Procedure. RigNet or its nominee (including its accountants and auditors) may, in RigNet's sole discretion on 10 days' notice, inspect and audit Customer's use of the Services under the Order at any time during the Term and for one (1) year following the termination or earlier expiration of the Order. All audits will be conducted during regular business hours, and no more frequently than once in any twelve (12) month period, and in a manner that does not unreasonably interfere with Customer's business operations. Customer shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of RigNet with respect to such audit. RigNet shall only examine information directly related to Customer's use of the Software.

(b)   Cost and Results of Audit. If the audit determines that Customer's use of the Services exceeded the usage permitted by the Order by more than two (2)%, Customer shall pay to RigNet all amounts due for such excess use of the Software, plus interest on such

amounts, as calculated pursuant to Section 6.4. If the audit determines that such excess use equals or exceeds five (5)% of Customer's permitted level of use, Customer shall also pay to RigNet all costs incurred by RigNet in conducting the audit. Customer shall make all payments required under this Section 8.8 within thirty (30) days of the date of written notification of the audit results.

7.   Confidentiality.

7.1   Confidential Information. In connection with the Order each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 7.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing: all RigNet Materials are the Confidential Information of RigNet and the financial terms and existence of this Agreement are the Confidential Information of RigNet.

7.2   Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Order; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with these Conditions; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

7.3   Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for a period of three (3) years from the date of termination of this Agreement:

(a)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Order and these Conditions;

(b)   except as may be permitted by and subject to its compliance with Section 7.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Order and these Conditions; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 7.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 7;

(c)   safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and

(d)   promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further unauthorized use or disclosure; and

(e)   ensure its Representatives' compliance with, and be responsible and liable for, any of its Representatives' non-compliance with, the terms of this Section 7.

Notwithstanding any other provisions of the Order or these Conditions, the Receiving Party's obligations under this Section 7 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

7.4   Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 7.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 7.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's outside legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8.   Intellectual Property Rights.

8.1   RigNet Materials. All right, title, and interest in and to the RigNet Materials, including all Intellectual Property Rights therein, are and will remain with RigNet and, with respect to Third-Party Materials, the applicable third-party provider owns all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the RigNet Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. All other rights in and to the RigNet Materials are expressly reserved by RigNet. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to RigNet an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

8.2   Customer Data. As between Customer and RigNet, 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 Section 8.3.

8.3   Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to RigNet, its Subcontractors, and the RigNet Personnel to enforce the Order and these Conditions and exercise RigNet's, its Subcontractors', and the RigNet Personnel's rights and perform RigNet's, its Subcontractors', and the RigNet Personnel's obligations hereunder and thereunder.

8.4   Ownership of Intellectual Property. RigNet shall own all Intellectual Property Rights in RigNet modifications to any software provided by RigNet or to any RigNet Materials.

8.5   Customer Use of Trademarks. Customer shall not use, associate or in any way connect any name or trademark of RigNet or its Affiliates without the prior written consent of an authorized representative of RigNet.

8.6   Derivative Works. 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 RigNet during this Agreement or any Order shall vest in RigNet ("Derivative Works"). RigNet 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 RigNet Materials or create any perpetual license to use the Services or RigNet Materials, specifically including RigNet's Intelie LIVE software. For avoidance of doubt, RigNet's 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 RigNet any obligation to continue to provide software or other services other than as agreed to in any applicable Order.

8.7   Moral Rights. 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 RigNet and to the extent permitted by applicable law RigNet shall obtain from such individual a full and complete waiver of such rights.

8.8   Copyright Notices. Customer agrees not to remove any visible copyright notices and other proprietary legends appearing on any RigNet provided software and/or RigNet Materials.

9.   Representations and Warranties.

9.1   Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a)   it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b)   it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under the Order;

(c)   the execution of the Order by its representative whose signature is set forth at on the Order has been duly authorized by all necessary corporate or organizational action of such party; and

(d)   when executed and delivered by both parties, the Order will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2   Additional RigNet Representations, Warranties, and Covenants. RigNet represents, warrants, and covenants to Customer that RigNet will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under the Order.

9.3   Additional Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to RigNet that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by RigNet and Processed in accordance with the Order, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.4   DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1 AND SECTION 9.2, ALL SERVICES AND RIGNET MATERIALS ARE PROVIDED "AS IS." RIGNET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RIGNET MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR RIGNET MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

10.   Indemnification.

10.1   RigNet Indemnification. RigNet shall indemnify, defend, and hold harmless Customer and Customer's officers, directors, employees, agents, and permitted successors and assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by Customer Indemnitee resulting from any Action by a third party (other than an Affiliate of a Customer Indemnitee) that Customer's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with the Order and these Conditions (including the Specifications) infringes or misappropriates such third party's US Intellectual Property Rights/US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

(a)   Third-Party Materials or Customer Data;

(b) access to or use of the RigNet Materials in combination with any hardware, system, software, network, or other materials or service not provided by RigNet or specified for Customer's use in the Documentation, unless otherwise expressly permitted by RigNet in writing;

(c) modification of the RigNet Materials other than: (i) by or on behalf of RigNet; or (ii) with RigNet's written approval in accordance with RigNet's written specification;

(d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of RigNet; or

(e) act, omission, or other matter described in Section 10.2(a), Section 10.2(b), Section 10.2(c), or Section 10.2(d), whether or not the same results in any Action against or Losses by any RigNet Indemnitee.

10.2 Customer Indemnification. Customer shall indemnify, defend, and hold harmless RigNet and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**RigNet Indemnitee**") from and against any and all Losses incurred by such RigNet Indemnitee resulting from any Action by a third party (other than an Affiliate of a RigNet Indemnitee) that arise out of or result from, or are alleged to arise out of or result from:

(a) Customer Data, including any Processing of Customer Data by or on behalf of RigNet in accordance with the Order;

(b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including RigNet's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User;

(c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under these Conditions; or

(d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with the Order.

10.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 10.1 or Section 10.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under

this Section 10, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

10.4   Mitigation. If any of the Services or RigNet Materials are, or in RigNet's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or RigNet Materials is enjoined or threatened to be enjoined, RigNet may, at its option and sole cost and expense:

(a)   obtain the right for Customer to continue to use the Services and RigNet Materials materially as contemplated by the Order;

(b)   modify or replace the Services and RigNet Materials, in whole or in part, to seek to make the Services and RigNet Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and RigNet Materials, as applicable, under the Order; or

(c)   by written notice to Customer, terminate the Order with respect to all or part of the Services and RigNet Materials, and require Customer to immediately cease any use of the Services and RigNet Materials or any specified part or feature thereof, provided that if such termination occurs prior to two (2) years after the Effective Date, subject to Customer's compliance with its post-termination obligations set forth in Section 13.4, Customer will be entitled to a refund of the pro-rata portion of any fees prepaid to RigNet for the period of time that Customer will not have access to the Services and RigNet Materials as a result of such early termination.

11.   Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND RIGNET'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND RIGNET MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12.   Limitation of Liability.

12.1   EXCLUSION OF DAMAGES. IN NO EVENT WILL RIGNET OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE ORDER OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2   CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF RIGNET AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THE ORDER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THE ORDER IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR THE AMOUNT OF ACTUAL DAMAGES DEMONSTRATED BY THE DAMAGED PARTY, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.   Term and Termination.

13.1   Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Order's express provisions, will continue in effect for a period of three (3) years after the Effective Date (the "**Initial Term**").

13.2   Renewal Term. The Order will automatically renew for annual renewal periods unless earlier terminated pursuant to the Order's or these Condition's express provisions or either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

13.3   Termination. In addition to any other express termination right set forth elsewhere in these Conditions:

(a)   RigNet may terminate the Order, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after RigNet's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 3.1 or Section 7;

(b)   either party may terminate the Order, effective on written notice to the other party, if the other party materially breaches the Order or these Conditions, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

(c)   either party may terminate the Order, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.4   Effect of Termination or Expiration. Upon any expiration or termination of the Order, except as expressly otherwise provided in the Order or these Conditions:

(a)   all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b)   RigNet shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems RigNet directly or indirectly controls, provided that, for clarity, RigNet's obligations under this Section 13.4(b) do not apply to any Resultant Data;

(c)   Customer shall immediately cease all use of any Services or RigNet Materials and (i) promptly return to RigNet, or at RigNet's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any RigNet Materials or RigNet's Confidential Information; and (ii) permanently erase all RigNet Materials and RigNet's Confidential Information from all systems Customer directly or indirectly controls; and (iii) certify to RigNet in a signed written instrument that it has complied with the requirements of this Section 13.4(c);

(d)   notwithstanding anything to the contrary in the Order or these Conditions, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; and (ii) RigNet may retain Customer Data; (iii) Customer may retain RigNet Materials, in the case of each of subclause (i), and (ii) and (iii) in its then current state and solely to the extent and for so long as required by applicable Law; (iv) RigNet may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course; and (v) all information and materials described in this Section 13.4(d) will remain subject to all confidentiality, security, and other applicable requirements of these Conditions;

(e)   RigNet may disable all Customer and Authorized User access to the RigNet Materials;

(f)   if Customer terminates the Order pursuant to Section 13.3(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and RigNet will: refund to Customer Fees paid in advance for Services that RigNet has not performed as of the effective date of termination.

(g)   if RigNet terminates the Order pursuant to Section 13.3(a) or Section 13.3(b), all Fees that would have become payable had the Order remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees and Reimbursable Expenses, on receipt of RigNet's invoice therefor; and

(h)   if Customer requests in writing at least thirty (30) days prior to the effective date of expiration or termination, subject to Section 13.4(d), RigNet shall, within thirty (30) days following such expiration or termination, deliver to Customer the then most recent version of Customer Data maintained by RigNet, provided that Customer has at that time paid all Fees and Reimbursable Expenses then outstanding and any amounts payable after or as a result of such expiration or termination, including any expenses and fees, on a time and materials basis, for RigNet's services in transferring such Customer Data.

13.5   Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in the Order or these Conditions that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of

this Agreement: Section 3.1, Section 7, Section 9.4, Section 10, Section 11, Section 13.4, this Section 13.5, and Section 14.

14.   Miscellaneous.

14.1   Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Order.

14.2   Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order or these Conditions shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.3   Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the Order or, unless expressly permitted under the Order, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that RigNet may, without Customer's consent, include Customer's name and other indicia in its lists of RigNet's current or former customers of RigNet in promotional and marketing materials.

14.4   Notices. Except as otherwise expressly set forth in the Order, any notice, request, consent, claim, demand, waiver, or other communications under the Order will have legal effect only if in writing and addressed to a party at the address specified in the Order. Notices sent in accordance with this Section 14.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 3rd business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.5   Interpretation. For purposes of these Conditions: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Conditions as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in these Conditions: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, the Order; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend these Conditions to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules,

attachments, and appendices referred to herein are an integral part of the Order to the same extent as if they were set forth verbatim herein.

14.6 Headings. The headings in these Conditions are for reference only and do not affect the interpretation of these Conditions.

14.7 Entire Agreement. The Order and these Conditions (together with any other documents incorporated herein or therein by reference) constitutes the sole and entire agreement of the parties with respect to the subject matter of the Order and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of the Order, these Conditions, the related exhibits, schedules, attachments, and appendices any other documents incorporated herein or therein by reference, the following order of precedence governs: (a) first, the Order, excluding its exhibits, schedules, attachments, and appendices; (b) second, these Conditions; (b) third, the exhibits, schedules, attachments, and appendices to the Order; and (c) fourth, any other documents incorporated herein by reference.

14.8 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under the Order, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without RigNet's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under the Order for which RigNet's prior written consent is required. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under the Order. Any purported assignment, delegation, or transfer in violation of this Section 14.8 is void. The Order is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

14.9 Force Majeure.

(a) No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached the Order, for any failure or delay in fulfilling or performing any term of the Order, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Order, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate the Order if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of ninety (90) days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially

reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14.10   No Third-Party Beneficiaries. The Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Order.

14.11   Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of the Order is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of the Order and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order or these Conditions, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Order will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.12   Severability. If any term or provision of the Order or these Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order or these Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Order or these Conditions so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.13   Governing Law; Submission to Jurisdiction. The Order, including these Conditions, is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the Harris County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

14.14   Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Order or the transactions contemplated thereby.

14.15   Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 7 or, in the case of Customer, Section 3.1 or Section 4.3 would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that

monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.16   Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to the Order, including these Conditions, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

14.17   Counterparts. The Order may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Order delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Order.