Terms & Conditions

1 Definitions

1.1 In these terms and conditions, the following words have the following meanings:

- **'Affiliate'** with respect to any entity shall mean entities, directly or indirectly controlling, controlled by, or under common control with such entity. For these purposes, control shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

- **'Agreement'** shall mean all the commercial, legal or technical documents issued by ADS to govern the manufacture and/or supply of the Products and/or Services, together with these ADS General Terms and Conditions of Sale and/or Services and such documents issued by Purchaser as are expressly accepted in writing by ADS.

- **'Defective Product'** shall mean Products and/or Services which are affected by a Defect.

- **'Defects'** shall mean defects in Products and Services.

- **'Premises'** shall mean the premises where the Products and Services are manufactured, assembled, tested, repaired, refurbished, and distributed.

- **'Products'** shall mean the new or used goods or equipment, parts, and software license(s) supplied by ADS to Purchaser under the Agreement.

- **'Purchaser'** shall mean the person, corporation or entity to whom the Products and/or Services are supplied under the Agreement.

- **'ADS'** shall mean the ADS company supplying the Products and/or Services under the Agreement.

- **'Rentals'** shall mean the equipment and goods that ADS leases to and is operated by or in the care, custody, or control of Purchaser under the Agreement.

- **'Services'** shall mean all services, including but not limited to repairs performed outside of the premises, operations and software support, commissioning, installation, dismantling, etc., to be performed by ADS under the Agreement.

- **'Sale Warranty Period'** shall mean for new equipment or goods the period expiring 18 months from the date of delivery or 12 months from the date of installation, whichever period expires first.

- **'Services Warranty Period'** shall mean the period prior to ADS's departure from the Worksite.

- **'Third Parties'** shall mean any party who is not a member of the ADS Group or the Purchaser Group.

- **'Worksite'** shall mean any location at which Services are performed other than the Premises.

2 General Obligations

2.1 Any sale of Products, Services, and Rental by ADS to Purchaser shall be governed by the Agreement. These ADS General Terms & Conditions of Sale and Services shall prevail over any conflicting provision supplied by the Purchaser or any prior or contemporaneous terms supplied by Purchaser, unless superseded by a separate written Master Service Agreement or other written agreement expressly accepted by ADS.

2.2 Purchaser's acceptance of Products, Rentals, Services, issuance of a purchase order, instruction to proceed, or acceptance of delivery shall constitute acceptance of these Terms and Conditions.

2.3 Products, Services, and Rentals shall be supplied in accordance with the Agreement and the Purchaser is responsible for satisfying itself as to their suitability for the Purchaser's application.

2.4 ADS shall provide all management, supervision, personnel, materials and equipment so far as the necessity of providing the same is specified in or reasonably inferred under this Agreement, unless specified by Purchaser.

2.5 Purchaser, at no cost to ADS, shall provide transportation for personnel and equipment, goods, and materials provided by ADS between the Premises and the Worksite, (including freight, handling and other charges, including, without limitation, customs fees, duties, import and export taxes) and all accommodation and messing at the Worksite and medivac transportation. Where practicably possible and, subject to the agreement of commercial terms, ADS may, at its sole option, provide such transportation or other services at Purchaser's expense.

2.6 Purchaser shall provide application and well data and all other relevant documentation in respect of the requested Products, Services, and Rentals and the Products, Services, and Rentals will be provided on the basis of such data. Purchaser shall

assume full responsibility for the correctness of the data it provides to ADS.

3 Termination

3.1 Purchaser shall have the right at any time by written notice to terminate the Agreement or any part for its own convenience. In such event ADS shall be paid in full for all completed Products, Services, and Rentals, Products, Services, and Rentals in progress, raw materials, items bought or ordered and all costs, expenses or damages incurred or supported by ADS as a result of or in connection with the cancellation or termination of the Agreement, such as, but not limited to all cancellation or termination charges and administrative costs and expenses, costs for de-mobilization of equipment and/or personnel.

3.2 If ADS fails to satisfactorily perform or breaches a material obligation of the Agreement and fails to commence (and thereafter make continuous efforts) to remedy the breach within five days of written notice from Purchaser to do so, then Purchaser shall have the right, but not the obligation, to terminate the Agreement by provision of further notice in writing to ADS.

3.3 In the event ADS becomes bankrupt or insolvent or goes into liquidation (otherwise than voluntarily for the purpose of amalgamation or reorganization or reconstruction while solvent) or becomes the subject of similar proceedings, then Purchaser shall be entitled to terminate the Agreement by notice in writing to ADS.

3.4 In the event of termination pursuant to Clauses 3.2 and 3.3 above, ADS shall be paid in full for all Products completed and/or Services and/or Rentals performed prior to the date of such termination together with its costs of de-mobilization.

3.5 Unless otherwise agreed in writing, by ADS, no Product or any other items may be returned for credit or adjustment.

4 Quotations - Prices - Invoicing - Payment

4.1 Subject to Clause 4.2 and any specific provisions in the commercial terms ADS shall invoice Purchaser upon delivery of the Products or completion of the Services, for the whole order price and for any and all additional expenses incurred by ADS when delivery is suspended or Services delayed pursuant to Purchaser's actions, omissions or written instructions or for any other reason beyond ADS's control. For Rentals, ADS shall invoice Purchaser at the end of each calendar month or the end of the project whichever occurs first.

4.2 Where the Product being supplied is project specific, has a long lead time, or a significant reliance on third party supplied components, ADS reserves the right to receive stage payments as an alternative to invoicing on delivery.

4.3 Where the Agreement relates to sale of Products together with supply of Services to be performed post-delivery of the Products, receipt by ADS of the full purchase price of the Products shall be a condition precedent to the provision of such Services by ADS.

4.4 Net payment of all invoices is due within thirty (30) days of the date of each invoice. Interest on all sums due in case of late payment, shall be charged at the rate of three (3) percent above the then current United States prime rate listed in The Wall Street Journal and shall be charged pro rata on a daily basis until payment is received. In addition, for non-payment, ADS' may file appropriate liens to protect its right to payment for Products, Rentals, and/or Services provided to Purchaser Group.

4.5 Unless otherwise specifically agreed in writing prices are quoted Incoterms 2020 EXW the Premises for delivery of the Product, excluding VAT and all taxes, import duties, fees and the like related to the Agreement and Purchaser shall defend, indemnify and hold harmless ADS in respect of all liabilities and associated costs and expenses which may be incurred in connection therewith.

4.6 Notwithstanding any provision to the contrary stated in the Agreement, charges do not take account of local taxes including, without limitation;

1. Withholding tax, which may be levied on ADS in respect of the Products, Services, and Rentals and

2. Income tax arising on ADS's personnel as a result of Services provided. The Purchaser agrees to pay or reimburse ADS the amount of any such taxes levied on ADS or its personnel.

5 Delivery

5.1 Manufacturing and delivery dates and schedules are tentative only unless otherwise agreed in writing. In any case, ADS shall be released from any delivery time obligations if;

1. Any information such as (but not limited to) maps, data, drawings, schemes, or diagrams necessary to manufacture, supply and/or deliver the Products or Rentals or repairs or perform the Services are not received on a timely basis by ADS or such information contains inaccuracies, insufficiencies or is otherwise incomplete;

2. Purchaser fails to properly perform any of its obligations under the Agreement or;

3. Purchaser requires the performance of inspections, controls, checking and/or tests different from or additional to the ones;

    1. Stated in the Agreement or

2. Required to be performed as part of ADS's standard Quality Control Procedures.

6 Purchaser's Obligations to Pay

6.1 Purchaser shall provide timely approval, instructions, information, data, material or access to its Worksite that may be required in relation to the performance of ADS' obligations under this Agreement.

6.2 Any authorization, license or approval required from any regulatory authority for which ADS is not expressly made responsible in the Agreement shall be obtained in due time by Purchaser.

6.3 Purchaser shall be responsible for obtaining any necessary customs import clearance and shall give all reasonable assistance to ADS in obtaining any work permit, visa or similar document which ADS may require at no cost to ADS unless otherwise agreed in a separate contract.

6.4 The Purchaser warrants that prior to the commencement of the Services or the provision of any Products and Rentals, the Purchaser will provide ADS with all data, information and records relating to the well and/or Worksite and surrounding and subsurface conditions and otherwise which may be relevant to enable ADS's safe and efficient provision of the Services, Rentals, and/or Products

7 Force Majeure

In the event either Party is rendered unable, wholly or in part, by force majeure to carry out its obligations under the Contract (other than the indemnification obligations and obligations to pay money when due), then on such Party's giving notice and full particulars of such force majeure in writing or by facsimile to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party giving such notice, to the extent that they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, terrorist acts, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions and any other causes not within the control of the Party claiming a suspension, which by the exercise of due diligence such Party shall not have been able to avoid or overcome. For the avoidance of doubt, industrial disputes solely amongst the employees of either of the parties shall not constitute force majeure.

8 Warranty

8.1 ADS warrants that the Services and Products it supplies are free from Defects in workmanship and materials. In the event of a breach of this warranty, the remedies specified in this Clause 8 shall be the exclusive remedies of the Purchaser, and ADS shall have no other liability on account of defective Services and/or Products.

8.2 (a) Products/Rentals

In the event that ADS's Products or Rentals fail to comply with the written specification set forth in the Agreement, the Purchaser shall notify ADS with a written report detailing failure and Defects within the Sale Warranty Period no later than 7 days from its discovery Purchaser shall, at its own cost and risk, retrieve and deliver Defective Products or Rentals to the Premises. ADS shall repair or, at its option, replace the Defective Products or Rentals. The return of repaired or replacement Products or Rentals to Purchaser shall be for the account of the Purchaser.

The foregoing warranty applies provided that the Product or Rentals are (i) correctly used for the purpose for which it was designed and is properly installed and maintained (if such installation and maintenance is not by ADS), (ii) is not altered (other than by ADS) after delivery. In addition, non-compliance/defects caused by abnormal well or work conditions, vandalism by a party other than an employee of the ADS Group, Force Majeure, or incorrect incomplete or inaccurate data, drawings, information or specifications provided by Purchaser Group will negate the foregoing warranty. With respect to materials or products furnished by third-party suppliers, ADS' liability therefore shall be limited to the assignment to the Purchaser, if possible, of such third-party supplier's warranty to ADS.

(b) Services

All Services performed at the Worksite shall be deemed approved by the Purchaser unless ADS is otherwise notified prior to demobilizing from the Worksite. The Purchaser shall notify ADS within the Services Warranty Period if any aspect of the Services is found to be Defective with a written report detailing the failure and Defects. ADS shall re-perform any Defective Services prior to demobilization at no additional cost to the Purchaser.

Once ADS has demobilized from the Worksite, any subsequent re-performance required in respect of Defective Services shall be re-performed by ADS at the Purchaser's expense. Otherwise, ADS shall have no obligation to re-perform.

8.3 Notwithstanding the foregoing, ADS shall under no circumstances be liable for any consequential effects of such Defective Products, Rentals, and/or Services nor any costs relating to the dismantling of the Products and Rentals and installation thereof, transportation of the Product, Rentals and personnel to, from and at the Worksite and

incidental or associated costs of any description including, without limitation, lifting operations, diving support, rig down-time/rig up time, costs of Purchaser's contractors or costs of remedial work below or above the water-line (if any).

8.4 In the case of design Services, ADS warrants that the Services shall be as accurate, correct and complete as the Purchaser-provided data will allow. In the event the design Services do not conform to the standard warranted in the preceding sentence, ADS's sole obligation shall be to re-perform services of the type originally rendered, and ADS shall not otherwise be held liable for any damages arising from, incidental to, or connected with any breach of its warranty. In no event shall ADS be held liable for decisions made by Purchaser Group based upon ADS's interpretations, descriptions or recommendations in relation to the Services performed by Supplier under the Agreement.

8.5 EXCEPT AS EXPRESSLY STATED HEREIN, ADS MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, IMPLIED CONDITIONS OF CONTRACT AND FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER'S SOLE REMEDY AND ADS'S SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN THE SERVICES AND/OR PRODUCTS WHICH ARE BASED ON WARRANTY, CONTRACT NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, SHALL BE AS STATED IN THIS CLAUSE 8.

9 Indemnification

9.1 As used in this Agreement, "Purchaser Group" shall mean the Purchaser and its Client as defined below (if any), its co-venturers, parents, subsidiaries, partners, joint owners, its and their Affiliates, its and their contractors of any tier and its and their respective directors, officers, representatives, insurers, invitees, employees, consultants, and agents. "ADS Group" shall mean ADS and its Affiliates, parents, subsidiaries, partners, joint owners, joint venturers, its and their subcontractors of any tier and its and their respective directors, officers, representatives, insurers, invitees, employees, consultants, and agents. "Client" shall mean the Purchaser's client, if any, for whose benefit the Products, Rentals, and/or Services are ultimately provided.

9.2 ADS shall release, save, indemnify, defend and hold harmless Purchaser Group from and against any and all claims, demands, proceedings, damages, costs (including legal costs), losses, liabilities and expenses arising out of or in connection with the performance or non-performance of the Agreement;

1. In respect of loss of or damage to any property, excluding Rentals, of ADS Group whether owned, leased, hired or otherwise provided by ADS Group and;

2. In respect of injury to or death or disease of any member of ADS Group; howsoever caused and irrespective of any sole, joint or concurrent negligence breach of contract, breach of warranty, or breach of duty (statutory or otherwise) of any member of the Purchaser Group.

9.3 Purchaser shall release, save, indemnify, defend and hold harmless ADS Group from and against any and all claims, demands, proceedings, damages, costs (including legal costs), losses, liabilities and expenses arising out of or in connection with the performance or nonperformance of the Agreement;

1. In respect of loss of or damage to any property of the Purchaser Group whether owned, leased, hired or otherwise provided by Purchaser group and;

2. In respect of injury to or death or disease of any member of Purchaser Group; howsoever caused and irrespective of any sole, joint or concurrent negligence, breach of contract, breach of warranty, or breach of duty (statutory or otherwise) of any member of the ADS Group.

9.4 Subject to Clause 9.2 but notwithstanding anything contained elsewhere in the Agreement to the contrary, Purchaser shall release, save, indemnify, defend and hold harmless the ADS Group against all claims, demands, proceedings, damages, costs (including legal costs), losses, including Consequential Losses, liabilities and expenses in respect of loss of or damage to property, personal injury including death, or disease of any person or entity including all Third Parties resulting from:

1. Loss of or damage to any well or hole;

2. Blowout, fire, explosion, cratering or any uncontrolled well condition (including the costs to control a wild well and the removal of debris);

3. Damage to any reservoir, geological formation or underground strata or the loss of oil or gas contained or thought to be contained therein;

4. The use of radioactive tools in relation to the Services or any contamination resulting therefrom (including retrieval and/or containment and clean up);

5. Pollution, contamination or seepage which may result from fire, blowout, cratering or any loss of control of the well during the Services or Rentals, or from any other cause whatsoever; arising out of or in connection with the performance or nonperformance of the Agreement howsoever caused and irrespective of any negligence or breach of duty (statutory or otherwise) of the ADS Group and shall apply irrespective of any claim in tort, under contract or otherwise at law.

9.5 For the purposes of this Agreement the expression "Consequential Loss" shall mean any and all special, indirect or consequential loss or damage, including, without limitation, loss and/or deferral of production, loss of product, loss or use, loss of

revenue, profit or anticipated profit, in each case whether direct or indirect, and whether or not foreseeable at the effective date of this Agreement. Consequential Loss shall specifically include rig time, spread costs, standby charges, non-productive time (NPT), loss of drilling time, loss of use, and costs of substitute equipment or services, regardless of whether characterized as direct or indirect damages.

Subject to Clause 9.4, but notwithstanding any provision to the contrary elsewhere in this Agreement, the Purchaser shall release, save, indemnify, defend and hold harmless ADS Group from the Purchaser Group's own Consequential Loss and ADS shall save, indemnify, defend and hold harmless the Purchaser Group from ADS Group's own Consequential Loss; arising out of or in connection with the performance or nonperformance of the Agreement howsoever caused and irrespective of any negligence or breach of duty (statutory or otherwise) of the ADS Group and shall apply irrespective of any claim in tort, under contract or otherwise at law.

9.6 The indemnities in this Clause 9 shall take precedence over any other provision of the Agreement and survive the termination or expiration of the Agreement.

9.7 Except as otherwise provided in Clause 9.4 above, **it is the express intent of the Parties hereto, that all release, defense, and indemnity obligations and liabilities assumed by the Parties under the terms of this Clause 9 shall apply even when the liability for which an obligation of release, defense, indemnity or hold harmless exists is contributed to or caused by any act or omission, sole, joint, or concurrent negligence or fault in any form (whether active or passive), strict liability (including but not limited to unseaworthiness, unairworthiness, or product liability), breach of warranty (express or implied) or breach of duty (whether statutory or otherwise) of any person or entity being released, defended, indemnified, or held harmless or the condition of or any defect (whether latent, patent or pre-existing) of materials or equipment whether or not furnished by any person or entity being released, defended, indemnified, or held harmless.**

9.8 Notwithstanding anything to the contrary herein, nothing in this Agreement shall require either party to indemnify the other party for such other party’s gross negligence or willful misconduct to the extent prohibited by applicable law.

9.9 Notwithstanding any other provision of this Contract to the contrary, any loss of or damage to Rentals and/or ADS Group’s Products/equipment shall be replaced or repaired as appropriate by ADS and the cost shall be reimbursed by Purchaser, and all costs associated with fishing shall be borne directly by Purchaser.

9.10 Notwithstanding any other provision of this Contract to the contrary, Purchaser shall reimburse ADS in full for repair and replacement of Products/equipment and/or Rentals as necessary as a result of any damage to ADS Group's equipment arising from the effects of corrosion, erosion, abrasion or high temperature deterioration caused by the nature of the well effluent and accelerated deterioration due to well conditions.

9.11 The Purchaser acknowledges and agrees that the full replacement value of the Rental

Equipment shall be as set out in Appendix 1 to this Agreement, and shall maintain insurance coverage and reimbursement obligations that reflect such value(s). In the event of loss of, or damage to, the Rental Equipment, the Purchaser shall reimburse ADS for the actual cost of repair or, if repair is not commercially reasonable, the full replacement cost based on the replacement value principles set out in Appendix 1, regardless of cause, except to the extent caused by the gross negligence or willful misconduct of ADS. The Purchaser shall name ADS as loss payee on all insurance policies covering such Rental Equipment.

9.12 The parties intend that the indemnity obligations contained herein comply with the Texas Oilfield Anti-Indemnity Act and are supported by applicable insurance to the maximum extent permitted by law.

10 Insurance

10.1 **ADS Insurance.** ADS shall, at its sole expense, maintain with reputable insurers the following insurance coverages at all times during the performance of Services and Rentals:

1. Employer's Liability and/or Workers' Compensation Insurance covering personal injury to or death of ADS employees in accordance with applicable legislation, including offshore coverage where required.
2. General Third-Party Liability Insurance, with limits not less than USD 5,000,000 per occurrence, for all incidents arising out of ADS's performance.
3. Third-Party and Passenger Motor Liability Insurance as required by applicable law in the country of operation.

10.2 **Purchasers Insurance Obligations.** The Purchaser shall, at its sole cost and expense, procure and maintain, with financially sound and reputable insurers, the following coverages:

1. **Workers' Compensation and Employer's Liability Insurance**
   - In compliance with all applicable laws.
   - Minimum limits:
     - $1,000,000 per accident
     - $1,000,000 per disease per employee
     - $1,000,000 disease policy limit
2. **Commercial General Liability Insurance**
   - Minimum limits:
     - $1,000,000 per occurrence
     - $5,000,000 general aggregate
   - Policy must include coverages for:
     - Contractual liability (covering the indemnity obligations in this Agreement)
     - Independent contractors

- Premises/operations
- Surface damage from blowouts/explosions
- Personal injury

- Policy must:
  - Name ADS Group as additional insured
  - Be primary and non-contributory
  - Include a waiver of subrogation in favor of ADS Group

3. **Rented Equipment Property Insurance**
   - All-risk property insurance covering loss or damage to the Rentals (as defined) in an amount not less than the full replacement value stated in Appendix 1.
   - ADS shall be named as loss payee on such policy.

4. **Pollution Liability Insurance**
   - Sudden and accidental pollution liability coverage with limits not less than USD 2,000,000 per occurrence.
   - Must not exclude hydrocarbons, underground seepage, or blowouts unless otherwise agreed in writing.

5. **Automobile Liability Insurance**
   - For owned, hired, and non-owned vehicles used in connection with the work.
   - Combined single limit not less than USD 1,000,000 per occurrence.

6. **Professional Liability Insurance (if applicable)**
   - Subcontractors or personnel providing supervisory, engineering, or consulting services must maintain professional liability coverage of at least USD 1,000,000 per claim.

10.3 Evidence of Insurance. Purchaser shall, upon request by ADS, provide valid certificates of insurance evidencing compliance with this Section, including endorsements naming ADS Group as additional insured and confirming waivers of subrogation. Failure to provide such certificates shall not limit Purchaser's obligations.

10.4 War and Terrorism Insurance. ADS reserves the right to obtain war, terrorism, or political risk insurance at its sole discretion. Where such insurance is required for the performance of Services or Rentals, the cost shall be reimbursed by the Purchaser and paid in advance of performance.

11 Confidential Information

Purchaser shall, and Purchaser shall obligate its officers, employees, subcontractors and agents to maintain full secrecy and confidentiality of all information and data provided by ADS Group and all matters not in the public domain concerning or arising from the Agreement or the tendering thereof for the period of 5 years from the date of expiration or termination of the Agreement

12 Reverse Engineering and Competitive Use Prohibited

12.1 Equipment IP Protections

Purchaser acknowledges that all equipment, tools, components, assemblies, electronics, geometry, engineering, materials, and all other features embodied in or provided with ADS Products or Rental Equipment ("ADS Equipment IP") constitute confidential and proprietary information of ADS.

Purchaser shall not, and shall not permit any third party to, directly or indirectly:

1. Reverse engineer, disassemble, decompile, open, tear down, scan, measure, photograph, or otherwise analyze any ADS Equipment IP or attempt to do so;
2. Benchmark, evaluate, test, or study ADS Equipment IP for any competitive, commercial, or engineering purpose or attempt to do so;
3. Use ADS Equipment IP to design, develop, assist in developing, or support any competing equipment, product, technology, or service or attempt to do so;
4. Analyze or study the operational behavior, performance characteristics, inputs, outputs, telemetry, or functional responses of ADS Equipment IP for competitive or developmental purposes or attempt to do so;
5. Allow any third party, including integrators, consultants, or competitors, to perform any of the foregoing or attempt to do so.

All ADS Equipment IP shall remain the exclusive property of ADS and is provided solely for the limited purpose of Purchaser's operation under this Agreement.

12.2 Software, Firmware, and Systems Protections

Purchaser acknowledges that all software, firmware, PLC logic, HMI screens, control algorithms, source code, object code, communication protocols, telemetry structures, data models, integration interfaces, passwords, and system logic accessible through ADS Products or Rental Equipment ("ADS Software IP") constitute proprietary Intellectual Property of ADS.

Purchaser shall not, and shall not permit any third party to:

1. Access, copy, download, extract, monitor, decrypt, or reverse engineer any ADS Software IP or attempt to do so;
2. Interface, connect, integrate, or attempt to integrate ADS systems with any other

system for the purpose of analyzing, mapping, duplicating, or replicating ADS Software IP or attempt to do so;

3. Use data logs, communication signals, behavioral outputs, or system interactions to develop competing systems, applications, or controls or attempt to do so;
4. Circumvent or attempt to bypass any authentication, encryption, access control, or security mechanism or attempt to do so;
5. Permit any third party, including automation engineers or integrators, to perform any of the foregoing or attempt to do so.
6. Permit access to ADS Equipment IP or ADS Software IP by any competitor of ADS without ADS's prior written consent.

All ADS Software IP remains owned exclusively by ADS. No rights are conveyed other than the limited right to operate the equipment as provided.

The restrictions in this section shall survive indefinitely and shall apply notwithstanding any expiration of the confidentiality period in Section 11.

13 Variations

13.1 Unless otherwise provided in the Agreement, no modification, alteration, deletion or variation to the Agreement may be made unless agreed in writing by ADS and Purchaser.

13.2 Upon written request from Purchaser specifying required variation details, ADS shall prepare a quotation for the work detailing cost and schedule impact. Variations shall be priced by reference to the Agreement price or where this is not relevant, priced by ADS for the approval of the Purchaser.

13.3 No variation work shall be commenced by ADS prior to written agreement by the parties on the price and schedule impact of the requested variation work.

14 Quality Assurance and Testing

14.1 ADS's standard Quality Control Procedures shall apply to the Agreement.

14.2 Purchaser shall be given 5 days' notice of tests (if any) which it is entitled to attend. If Purchaser fails to attend such tests ADS may sign the test results on behalf of Purchaser who shall then be deemed to have accepted such tests results.

15 Purchaser Supplied Material

15.1 Where Purchaser provides materials for incorporation into the Products or use with the Services and/or Rentals, Purchaser shall do so at its own cost and expense. ADS shall visually check any such materials and if such goods are found to be damaged on arrival at Premises, Purchaser shall immediately provide a replacement at no extra cost to ADS.

15.2 Any Purchaser supplied materials shall be provided to ADS by Purchaser a minimum of 14 days prior to ADS delivery date. In the event of delay in delivery of such materials, ADS may choose to reschedule, invoice and/or place unfinished Products into storage, at Purchaser's cost.

16 Title

Title in the Product(s) sold to Purchaser shall only transfer to Purchaser upon receipt by ADS of the full purchase price of the Product(s). Title to all software and software code does not transfer and remains with ADS.

17 Intellectual Property

All intellectual property rights associated with the Products, Rentals, and Services, and all developments arising therefrom are exclusively owned by ADS. A full listing of current patents can be found at https://adsmpd.com/patents/.

18 Software License

Where the provision of Products, Rentals, and/or Services includes the supply of computer software, whether embedded in the Product or otherwise, the provisions of the software license, a copy of which is available on request, shall be incorporated into and form part of this Agreement.

19 Limitation

19.1 Notwithstanding anything to the contrary in the Agreement, the parties agree that except for the reciprocal indemnities given in Clause 9, ADS Group's total aggregate liability to Purchaser Group for all remedies under this Agreement be limited to and shall not exceed;

1. Twenty-five percent (25%) of the price for the Products, Rentals, and/or Services hereunder or one million United States Dollars (USD 1,000,000), whichever is the lesser, Purchaser shall save, indemnify, defend and hold harmless ADS Group from and against all sums including those of Third Parties in excess of ADS Group’s total aggregate liability as stated herein or,

2. Where the Services and/or Rentals are instructed by call off or work order, twenty-five percent (25%) of the price of the Services to be performed or Rentals under the individual call off or work order or one million United States Dollars (USD

1,000,000) whichever is the lesser; and Purchaser shall save, indemnify, defend and hold harmless ADS Group from and against all sums including those of Third Parties in excess of ADS Group's total aggregate liability as stated herein.

19.2 Any and all limitations of ADS Group's liability under the Agreement shall limit or exclude such liability in contract, in tort or otherwise at law. The limitations and exclusions of liability contained herein shall apply notwithstanding any failure of essential purpose.

19.3 ADS shall not be liable for any cyber event, loss of data, loss of telemetry, communication interruption, remote connectivity interruption, software malfunction, or unauthorized system access unless caused solely by ADS's gross negligence or willful misconduct.

20 Contracts (Rights of Third Parties) Act

20.1 The Contracts (Rights of Third Parties) Act 1999 shall only apply to this Agreement to the extent that any members of the Purchaser Group or ADS Group shall be entitled in their own right to enforce the benefit of any indemnity given to them under Clause 9 but not in any other respect. In making a claim under this Agreement the remedies of such third parties shall be limited to claiming damages.

20.2 Notwithstanding any other provision of the Agreement, no third party shall be entitled to assign any benefit conferred on it pursuant to this Agreement.

20.3 No right of either party to agree any amendment, variation, waiver or settlement under or arising from or in respect of this Agreement, or to rescind or terminate this Agreement, shall be subject to the consent of any third party which has rights to enforce a term of the Agreement by virtue of this Clause 19, even if, as a result, that third party's right to enforce a term of this Agreement shall be varied or extinguished.

21 Business Ethics

21.1 The parties shall uphold the highest standards of business ethics in the performance of the Services and/or the supply of the Products and Rentals under this Agreement. The parties represent that they are knowledgeable about anti-corruption laws and will comply with those laws.

21.2 Neither of the parties shall, directly or indirectly, receive, give, or offer to give, anything of material value from or to any employee, director or agent of the other party or its other contractors, sub-contractors and suppliers, government officials or any other persons, which could be regarded as an improper inducement to any party. Any breach of this obligation shall constitute a material breach of this Agreement.

21.3 Purchaser will Indemnify the ADS Group for any liabilities arising out of Purchaser Group's breach of anti-corruption laws. ADS will indemnify the Purchaser Group for any

liabilities arising out of ADS Group's breach of anti-corruption laws.

22 Injunctive Relief

ADS shall be entitled to immediate temporary, preliminary, and permanent injunctive relief, without the necessity of proving actual damages, posting bond, or providing any other security, to prevent or restrain any breach or threatened breach of this Agreement, including, without limitation, any unauthorized use, disclosure, copying, reverse engineering, or competitive use of ADS Equipment IP or ADS Software IP. These rights shall be in addition to, and not in substitution for, any other rights and remedies available at law or in equity.

23 Law and Language

The Agreement shall be governed and construed in accordance with the laws of the State of Texas, regardless of the conflicts of laws or choice of laws principles and shall be subject to the jurisdiction of the Harris County, Texas Courts. The ruling language of the Agreement shall be the English Language.

24 Entirety

The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings written or oral and shall in any event supersede any terms and conditions that may be contained in Purchaser's order or other documentation which are hereby made inapplicable. If any provision herein is or becomes illegal or unenforceable, such provision shall be severed from the Agreement and shall not affect the validity of the remaining provisions hereof. Clauses relating to confidentiality, intellectual property, indemnity, limitation of liability, payment obligations, equipment replacement obligations, and dispute resolution shall survive termination or expiration of the Agreement.

25 Export Laws

SOME OR ALL OF THE GOODS, PRODUCTS, RENTALS AND SERVICES (INCLUDING ANY SOFTWARE AND TECHNICAL DATA) TO BE SUPPLIED HEREUNDER ARE OF U.S. ORIGIN OR ARE PRODUCED FROM U.S. TECHNOLOGY. THE PARTIES ACKNOWLEDGE THAT THE LAWS OF THE UNITED STATES REGULATE THE MOVEMENT BETWEEN COUNTRIES OF SUCH GOODS AND SERVICES, WHETHER IT BE THE INITIAL EXPORT FROM THE U.S. OR ANY SUBSEQUENT MOVEMENT ACROSS AN INTERNATIONAL BORDER. ADS CAUTIONS THAT ANY CHANGE IN USE, CHANGE IN COUNTRY OF USE OR USE BY A PARTY OTHER THAN PURCHASER MAY ALTER THE STATUS OF THE GOODS AND SERVICES UNDER APPLICABLE LAWS OF THE UNITED STATES AND THE COUNTRY OF USE AND MAY RESTRICT OR PROHIBIT SUCH CHANGE. UPON REQUEST, PURCHASER SHALL PROVIDE ADS WITH RELEVANT END-USE, END-USER, AND COUNTRY OF END USE OF THE GOODS AND

SERVICES. PURCHASER AGREES THAT IT SHALL IN NO CASE BE PARTY TO A TRANSACTION WHICH WOULD ALLOW SUCH GOODS OR SERVICES TO BE USED IN CONNECTION WITH THE DESIGN, PRODUCTION, USE OR STORAGE OF CHEMICAL, BIOLOGICAL OR NUCLEAR WEAPONS OR MISSILES OF ANY KIND OR WOULD RESULT IN A VIOLATION OF OR PUNISHABLE OFFENSE UNDER UNITED STATES LAW. ANY ADS OBLIGATION TO SUPPLY GOODS AND SERVICES TO PURCHASER IS SUBJECT TO ITS ABILITY TO DO SO UNDER APPLICABLE LAW CURRENT FROM TIME TO TIME HEREAFTER, INCLUDING ITS ABILITY TO SECURE A LICENSE FROM THE APPROPRIATE AGENCY OF GOVERNMENT. ANY FAILURE OF ADS TO COMPLY WITH SUCH AN OBLIGATION OR DELAY IN COMPLIANCE ARISING OUT OF OR IN CONNECTION WITH APPLICABLE LAW OR INABILITY TO OBTAIN A LICENSE SHALL BE DEEMED A FORCE MAJEURE EVENT AND NOT A BREACH OF CONTRACT.

26 Express Negligence Rule

With respect to this Agreement, both Purchaser and ADS agree that this statement complies with the Express Negligence Rule, which requires ADS and Purchaser to expressly state in a conspicuous manner and to afford fair and adequate notice that these Terms and Conditions contain provisions requiring ADS or Purchaser (the "Indemnitor") to indemnify and release ADS or Purchaser (the "Indemnitee") for Claims caused by the Indemnitee's own sole, joint, concurrent, gross, active, or passive negligence, strict liability or other legal fault. ADS and Purchaser understand that in this Agreement, each ADS or Purchaser is sometimes an Indemnitor and sometimes an Indemnitee. Each Indemnitor represents to the Indemnitee (1) that it, the Indemnitor, has consulted an attorney concerning this agreement, or, if it has not consulted an attorney, that it was provided the opportunity and had the ability to so consult, but made an informed decision not to do so, and (2) that it, the Indemnitor, fully understands its obligations under these Terms and Conditions.

Appendix 1 – Schedule of Replacement Values

Customer assumes all risk of loss of or damage to the equipment from the time of release by ADS until its return and written acceptance by ADS, regardless of cause except to the extent caused by ADS's gross negligence or willful misconduct.

In the event of total loss or damage beyond economic repair, Customer shall be liable for the full replacement value of the equipment as determined by ADS. Replacement value shall be based on the cost of a new equivalent unit at the time of loss.

In the event of partial loss or damage, ADS shall inspect the equipment and determine the extent of repair or component replacement required, and Customer shall be responsible for all associated costs at ADS's standard rates in effect at the time of invoicing.