



LABORATORY SERVICES AND PRODUCT SALES AGREEMENT

This Laboratory Services and Product Sales Agreement (“Agreement”) is made and entered on this ____ day of ____, 20____ (“Effective Date”) by and between _____, a _____ with its principal place of business at _____ (“Company”) and **Weatherford Laboratories, Inc.**, a Texas corporation with its principal place of business at 8845 Fallbrook Drive, Houston, Texas 77064, acting on behalf of itself and its Affiliates (“Contractor”), (each individually, a “Party” and collectively, the “Parties”).

In consideration of the respective covenants and agreements contained herein, the Parties agree as follows:

1. **DEFINITIONS AND GENERAL TERMS**

1.1 **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings, unless the context otherwise clearly requires:

“**Affiliate(s)**” means any Person directly or indirectly controlled by, controlling, or under common control with either Party, including any of the foregoing which becomes an Affiliate after the Effective Date. “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Person**” means any legal or governmental entity.

“**Applicable Law**” means those laws (common or statutory), rules, regulations, codes, administrative and judicial orders and directives, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, provincial, or local government, or any agency or executive or administrative body of any of the foregoing, in each case that govern or pertain, as of the date of the applicable Order, to (i) the Parties’ respective obligations under this Agreement or any Order; (ii) Contractor’s performance and/or Company’s use of Work; and/or (iii) the health, safety and welfare of individuals working at or visiting any Work Site.

“**Claim(s)**” means all claims, damages, liabilities, losses, demands, liens, encumbrances, government imposed fines and/or penalties, causes of action of any kind, obligations, costs, judgments, interest and awards (including payment of reasonable attorneys’ fees and costs of litigation), of any kind or character, whether under judicial proceedings, administrative proceedings or otherwise, arising out of, or in any way relating to this Agreement or Contractor’s performance of Work hereunder, and expressly includes any claims brought by spouses, heirs, survivors, legal representatives, successors or assigns.

“**Company Group**” means, individually or in any combination, Company, its Affiliates, and its clients (including any of its or their co-working, non-working, operating and any other interest owners), lessors and co-lessees and each of their respective officers, directors, employees, subcontractors (of any tier), contractors (other than members of Contractor Group), consultants, vendors, agents, representatives, invitees, licensees, successors and/or assigns.

“**Contractor**” means and includes Weatherford and each of its Affiliates from time-to-time providing Work to or on behalf of Company and identified as Contractor in the Order and invoices pertaining to such Work.

“**Contractor Group**” means, individually or in any combination, Contractor, its Affiliates, and their officers, directors, employees, subcontractors, contractors, consultants, vendors, agents, representatives, invitees, licensees, successors and/or assigns.

“**Indemnify**” or “**Indemnification**” means release, indemnify, defend and hold harmless.

“**Order(s)**” means the transactions between the Parties for the performance of Work during the Term of this Agreement.

“**Product(s)**” means any goods, equipment, sampling containers or bottles, or other tangible items purchased by Company from Contractor pursuant to an Order.

“**Samples**” means the items submitted to Contractor for testing in accordance with and as more fully described in an Order.

“**Service(s)**” means the services furnished by Contractor to Company pursuant to an Order, including analysis and testing of Samples, on-site Sample collecting, and Sample storage.

“**Third Party**” means any Person other than Company Group or Contractor Group.

“**Work**” means laboratory Services rendered and Products sold by Contractor to Company pursuant to an Order.

“**Work Site**” means the facility, site or location specified in an Order at which Contractor is to perform on-site Services.

- 1.2 **General Terms.** As used in this Agreement, references to (a) “includes” or “including” means “including, but not limited to”; (b) “and/or” means “either or both”; and (c) references to Articles or Sections are deemed references to Articles or Sections in this Agreement.
- 2. TERM AND TERMINATION; ORDERS**
- 2.1 **Term and Termination.** This Agreement shall continue and remain in force from the Effective Date until terminated by either Party, with or without cause, on ninety (90) days prior written notice to the other Party (“Term”). Termination of this Agreement shall not cancel or terminate any existing or in-process Order until the Work under such Order is completed. Notwithstanding anything to the contrary in this Agreement, the termination of this Agreement shall not relieve Company from its obligation to pay any amounts owed to Contractor with respect to Work performed prior to the effective date of termination and any costs incurred by Contractor as a result of such termination.
- 2.2 **Orders.** During the Term of this Agreement, Company may request and Contractor may perform Work. Nothing herein shall require Company to request any Work or Contractor to perform any Work, unless agreed to in an Order. The Parties are free to issue/accept Orders in any written form, including purchase orders, work orders, statements of work, emails or other written communication between the Parties, but (a) each Order shall be subject to the terms and provisions of this Agreement, which shall control and govern all transactions between the Parties with respect to Work performed after the Effective Date, whether or not this Agreement is referred to in the Order; and (b) no other, additional or different terms and conditions in any written or oral communication with respect to a transaction for Work (including the terms and conditions in any Company request for proposal, request for quote, request for bid, purchase order, or similar document) shall vary or amend the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the terms in any Order, the terms of this Agreement shall control, unless the Order (i) makes specific reference and identification to the term or provision of this Agreement to be modified, (ii) explicitly states the intention of the Parties to effect the modification, and (ii) is executed on behalf of each Party by an authorized officer of the Party. Such modifications shall be effective for that Order only, and no agreement to modify the terms and conditions of this Agreement with respect to any particular Order shall have the effect of varying or amending those terms and conditions (or any others in this Agreement) with respect to any other or subsequent Order. Each Order shall constitute a separate agreement between the Parties.
- 3. PRICING; INVOICING AND PAYMENT; TAXES**
- 3.1 **Pricing.** Prices for Products and Services shall be established in the Order with respect thereto, and if not stated therein, shall be the price in Contractor’s current price book, price list, or rate sheet applicable to the Work (“Price”). Prices quoted or established in an Order are for competent Samples with properties within conventional parameters. Notwithstanding any of the foregoing:
- (a) testing on core Samples which require excessive handling or excessive time to complete the analytical testing such as but not limited to: extremely fragile Samples, fluid sensitive Samples, friable or unconsolidated sands, conglomerates, or low porosity/permeability Samples, may be charged at a higher rate than listed in the Order or initial quote, to recover costs associated with special handling, procedures, or duration of testing; and
 - (b) testing on fluid Samples which require additional and specific safety measures or excessive time to complete the analytical testing (including low API “heavy” oils, fluids near critical point, or samples containing H₂S) may be charged at a higher rate than listed in the Order or initial quote, to recover costs associated with special handling, procedures, or duration of testing.
- 3.2 **Product Shipment, Title, and Risk of Loss.** Unless otherwise specified in an Order with respect thereto, Prices for Products sold to Company are FCA Contractor’s Facility (Incoterm 2010). “Contractor Facility” means the Contractor manufacturing plant, stocking point or other location specified in an Order where the Products are delivered to Company. Company shall arrange for shipping and pay all shipment costs. If Company requests Contractor to arrange for shipment or does not furnish Contractor with shipping instructions prior to the time Products are ready for shipment, Contractor shall ship the Products to Company in a commercially reasonable manner, at Company’s risk, and Contractor may charge Company for the shipping cost, plus fifteen percent (15%). Title and risk of loss for Products sold to Company will pass to Company upon delivery, FCA Contractor’s Facility (Incoterms 2010).
- 3.3 **Submitting Sample(s).** Unless otherwise specified in an Order with respect thereto, Company shall deliver all Samples to Contractor’s Facility, at Company’s sole cost and risk of loss or damage to the Sample(s) in transit. Company shall package, label, and ship Samples to Contractor strictly in accordance with any packaging, handling, and shipping instructions provided by Contractor, and shall notify Contractor in writing, prior to or when it submits the Sample, if it contains or includes any hazardous, toxic, or other substance(s) or material(s) requiring special handling, storage or disposal.
- 3.4 **Sample Disposal and Storage.** Contractor shall use commercially reasonable efforts to maintain the Samples it receives from Company in the condition in which same were initially received, and shall store, portion(s) of the Sample(s) not consumed or altered in the course of testing and analysis, after which time the Samples will be destroyed at Company’s cost or, upon Company’s written request, (i) returned to Company in accordance with Section 3.3 above, or (ii) stored and maintained for a monthly fee. Further, if fluid Samples require cylinder/container rental during sampling, transport, or through the analytical

testing, fluid Sample storage fees shall apply as described herein after the conclusion of the analytical testing. Notwithstanding any of the foregoing, core Samples may be exempt from storage charges for a period of sixty (60) days after their initial receipt or during initial processing, whichever is shorter in length. If Company fails to timely pay any storage charges, Contractor may destroy or otherwise dispose of the Samples.

- 3.5 **Invoicing and Payment.** Company shall pay the Price(s), rates and other amounts stated on each invoice submitted by Contractor within thirty (30) days of receiving the invoice. If applicable, Contractor invoices shall include supporting documentation for reimbursable costs included therein. Invoices not paid in a timely manner will bear interest at the lesser of (i) one percent (1%) per month, or (ii) the highest rate allowed by Applicable Law until paid in full. If Company fails to pay undisputed amounts within sixty (60) days of the invoice date, Contractor shall be entitled to immediately suspend the Work without penalty or liability, and Company shall Indemnify Contractor Group from and against any and all Claims resulting from or arising out of such suspension.
- 3.6 **Invoice Disputes.** In the event Company disputes an invoice or part thereof, it may withhold payment of the disputed amount(s), but shall nonetheless timely pay all undisputed amounts and promptly notify Contractor of the disputed amount or item, specifying the invoice date and number, amount of the disputed item or charge, and the Product or Service involved. The Parties shall work in good faith to promptly resolve disputed amounts. Invoices not disputed by Company within thirty (30) days of the invoice date shall be deemed accurate and Company shall not thereafter be entitled to dispute any amount(s) reflected thereon.
- 3.7 **Taxes.** Unless otherwise stated in the Order, Prices and rates quoted by Contractor and other charges payable by Company are exclusive of taxes and duties. If not included in the Price or rates, such taxes and duties shall be shown as a separate line item on the invoices submitted by Contractor, are in addition to the Prices or rates, and shall be for Company's account. Contractor and Company are responsible for all taxes and duties imposed upon their respective businesses, including taxes imposed upon their respective income, personnel or property, and each Party shall Indemnify the other from any liability with respect thereto. The term "taxes and duties" shall mean all fees or charges imposed, assessed or levied by any governmental department, agency, or taxing authority and shall include property taxes, sales and use taxes, value added taxes, goods and services taxes and excise taxes or other charges of a similar nature, customs or other duties, customs agent fees and other such charges and fees. The provisions of this Section 3.7 shall continue after termination of this Agreement.

4. **WARRANTIES AND REMEDIES**

- 4.1 **Contractor Product Warranties.** Contractor represents and warrants to Company that all Products of its own manufacture ("Contractor Products") supplied pursuant to an Order (a) shall conform in all respects to the Contractor's published Product specifications (and to any additional specifications stipulated in the Order therefore); and (b) shall be and remain free of defects in materials and workmanship for a period of one year from the date of delivery. The foregoing Contractor Product warranties are the sole and exclusive warranties made by Contractor with respect to Contractor Products, and **CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR PURPOSE, OR REDHIBITION.** The foregoing warranties do not apply to Contractor Products (i) that have been modified by Company Group or Third Parties after delivery; (ii) subjected to improper handling, storage, installation, operation or maintenance by Company Group or Third Parties; (iii) requiring replacement because of normal wear and tear; or (iv) the design of which were modified according to specifications furnished by Company Group.
- 4.2 **Remedies for Breach of Contractor Product Warranties.** Contractor shall, at its sole cost and expense, repair or replace with products of like or comparable quality any Products not conforming to the Contractor Product warranties specified in Section 4.1 above; *provided* Company has notified Contractor of the non-conformity within the one year warranty period specified above. The foregoing remedies of repair or replacement shall be the sole and exclusive obligations of Contractor (and the sole and exclusive remedies of Company) with respect to Products not conforming to the warranties specified in Section 4.1 above. Contractor's responsibility to repair or replace Contractor Products shall not exceed the Price of the Products or extend to any ancillary or related costs (including shipping, installation or removal) not included in the original Order.
- 4.3 **Service Warranties.** Contractor does not guarantee the results of the Services it performs under any Order or represent that those Services will achieve Company's intended objectives, but does represent and warrant to Company that all Services performed by Contractor shall be performed in a good and workmanlike manner, by duly trained and qualified personnel, and in accordance with standard industry practices and any Applicable Laws.
- 4.4 **Remedies for Breach of Service Warranties.** Contractor shall replicate any Services not conforming to the warranties specified in Section 4.3 above ("Nonconforming Services") if the Samples still in Contractor's possession are sufficient therefore, or new Samples are supplied by Company; *provided* Company notifies Contractor of the non-conformity within thirty (30) days of receiving the Report (as defined below). The foregoing remedy of replicating Services shall be the **SOLE AND EXCLUSIVE OBLIGATION AND RESPONSIBILITY OF CONTRACTOR (AND THE SOLE AND EXCLUSIVE REMEDY OF COMPANY)** with respect to Nonconforming Services, unless the Parties mutually determine that Contractor's replication of the Nonconforming Services cannot or will not provide a commercially viable remedy, in which case Contractor shall either refund or credit in full the Price

paid by Company for the Nonconforming Services. **IN NO EVENT SHALL CONTRACTOR ASSUME ANY RESPONSIBILITY OR LIABILITY FOR RESAMPLING OR THE COST THEREOF.**

- 4.5 **Reports.** Upon request, Contractor shall produce and deliver to Company a written report reflecting the data from and results of its testing and analysis of the Sample(s) submitted by Company (“Report”). In interpreting the results of its testing and analysis with respect to Company’s Sample(s) and producing the Reports, and in making any recommendations based upon its testing and analysis, Contractor will give Company the benefit of its best judgment based on its experience, but any interpretation of test or other data, and any recommendation(s) based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions which are not infallible, and with respect to which professional engineers and analysts may differ. Additional costs may be incurred by the Company which are dependent upon the degree of reporting and/or interpretation. **ACCORDINGLY, CONTRACTOR CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION, AND SUCH INTERPRETATIONS AND RECOMMENDATIONS SHOULD NOT UNDER ANY CIRCUMSTANCES BE RELIED UPON BY COMPANY (OR ITS CLIENTS) AS THE SOLE OR PRIMARY BASIS FOR ANY ACTION, ACTIVITY OR BUSINESS DECISION TAKEN OR MADE BY COMPANY OR ITS CLIENTS.**

5. **INDEMNITY; RELEASE; WAIVER**

- 5.1 **Data Security and Storage.** All Reports (and any accompanying data and/or analysis) will be provided to Company electronically in various formats including but not limited to Excel and PDF formats. Contractor does not encrypt its electronic communications and does not warrant against the accidental or intentional interception by Third Parties of any data or information transmitted between the Parties by email or other electronic means or against the corruption thereof during transmission. Contractor shall exercise commercially reasonable efforts to preserve and protect electronic or digital data or information pertaining to the Work, but unless otherwise specified in an Order, does not guarantee the length of time of storage of any such data or information. Company may exercise the right to specify alternate forms of data delivery as long as this request is received in writing with sufficient time before expected date of data delivery.

- 5.2 **On-Site Work.** When Contractor’s Services under an Order involve Work to be performed on a Work Site:

- (a) Contractor shall Indemnify Company Group from and against all Claims arising out of, resulting from, or relating to (i) bodily injury or death or (ii) damage to or loss of property suffered by any Contractor Group member arising out of or in connection with Work performed by Contractor under this Agreement or any Order;
- (b) Company shall Indemnify Contractor Group from and against all Claims arising out of, resulting from, or relating to (i) bodily injury or death or (ii) damage to or loss of property suffered by any Company Group member arising out of or in connection with Work performed by Contractor under this Agreement or any Order;
- (c) Each Party shall, to the full extent of its liability under Applicable Law, be and remain responsible for, and shall Indemnify the other Party and all members of its Group from and against, any and all Claims resulting from or with respect to (i) bodily injury or death suffered by any Third Party, or (ii) damage to or loss of property suffered or sustained by any Third Party; and
- (d) Company shall obtain all permits, licenses easements, rights of way and/or other authorizations (“Authorizations”) from Company’s client, governmental agencies, and the owner(s) and/or operator(s) of the Work Site as may be necessary in connection with the Work to be performed by Contractor under an Order, and shall advise Contractor as to any areas for which Authorizations have been obtained, if any. Contractor shall not perform (or be required to perform) Work in any area requiring Authorizations until Company has notified Contractor that Company has obtained such Authorizations as it deems necessary for Contractor to proceed with the Work. Company shall Indemnify Contractor from and against any and all Claims relating to Company’s failure to obtain any necessary Authorizations.

- 5.3 **On-Site Core and Fluids Sample Collection.** Notwithstanding the provisions of Section 5.2(a) above, if the Services under an Order involve downhole sample collection, Company shall pay or reimburse Contractor for any loss of or damage to Contractor tools, including loss or damage that (a) occurs while Contractor’s tools are in the hole, or in the drill string below the level of the rotary table; (b) results from the flow or existence of any substance from or in the reservoir or well (including corrosion, erosion, embrittlement or abrasion caused by the nature of any well effluent); or (c) occurs while Contractor’s tools are in the care, custody and control of Company or any member of Company Group. Unless a replacement price for the Contractor tools is stipulated in the applicable Order, the replacement price shall be the Contractor’s published price (or the list price, if purchased from a Third Party), new, plus applicable taxes and the cost of shipping the replacement tools to the Contractor’s designated location. Save and except for normal wear and tear, Company shall reimburse Contractor for the cost of repairing damaged tools, including the costs of inspection and of shipping the damaged tools to and from the place of repair.

- 5.4 **Consequential Damages Waiver.** Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party (or any member of the other Party’s Group) for, and each Party hereby releases and agrees to Indemnify the other Party from and against, any and all Claims for Consequential Damages, **REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING THE SOLE, JOINT OR CONCURRENT NEGLIGENCE (IN ANY AMOUNT), GROSS NEGLIGENCE OR WILLFUL**

MISCONDUCT, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT, LIABILITY, OR RESPONSIBILITY OF ANY MEMBER OF COMPANY GROUP OR CONTRACTOR GROUP. The term “Consequential Damages” means and includes any and all indirect, incidental, special, punitive, exemplary, or consequential damages or losses of any nature whatsoever (whether or not foreseeable), including damages or losses for lost product or production, lost profit or revenue, loss of data, reservoir loss or damage, lost business, loss of or inability to use property and equipment, losses from business interruptions, losses resulting from failure to meet other contractual commitments or deadlines, or losses from downtime of rigs, vessels or facilities. Notwithstanding the foregoing, the term Consequential Damages does not mean or include damages for breaches of a Party’s obligations under Article 6 below, or Third Party Claims with respect to which a Party is entitled to Indemnification under this Agreement.

5.5 **Express Negligence. SUBJECT ONLY TO LIMITATIONS IMPOSED BY APPLICABLE LAW OR PUBLIC POLICY, THE INDEMNITIES SET FORTH IN THIS ARTICLE ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF, NOTWITHSTANDING TEXAS’ (EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. THE INDEMNITIES SET FORTH IN THIS ARTICLE SHALL APPLY REGARDLESS OF WHETHER THE CLAIM OR LOSS IS CAUSED BY THE SOLE, JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE (IN ANY AMOUNT), GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, STRICT LIABILITY, PRODUCTS LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, BREACH OF STATUTE OR OTHER FAULT OR FORM OF LIABILITY OF ANY MEMBER OF CONTRACTOR GROUP, COMPANY GROUP, OR A THIRD PARTY, OR ANY PRE-EXISTING CONDITION.**

6. **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY**

6.1 **Confidential Information.**

- (a) Each Party receiving Confidential Information (the “Receiving Party”) from the other Party (the “Disclosing Party”) warrants and agrees that throughout the term of this Agreement, and for a period of five (5) years thereafter, it shall maintain and safeguard the confidentiality of such Confidential Information, handling and treating it with at least the same degree of care (and affording it the same protections) the Receiving Party observes and provides for its own confidential, proprietary and trade secret information, and in all events with at least a reasonable standard of care. As used in this Agreement, the term “Confidential Information” shall mean and include only confidential, non-public information provided by the Disclosing Party that describes, pertains or relates to the Work or the performance thereof (including information with respect to the Work Site) or to the tools, equipment, processes or technologies employed in performing the Work. Confidential Information shall not include information which is independently developed by a Party, without reliance upon or reference to the Confidential Information of the other Party.
- (b) Nothing contained herein shall in any way restrict or impair a Receiving Party’s right to use or disclose any Confidential Information of the Disclosing Party which (i) is or becomes generally available in the public domain through no wrongful act or unauthorized disclosure of the Receiving Party, (ii) was lawfully in the Receiving Party’s possession prior to being provided to the Receiving Party, or (iii) is independently made available to the Receiving Party as a matter of right by a Third Party without obligations of secrecy.
- (c) If a Party receives a request or order to disclose any of the other Party’s Confidential Information under the terms of a subpoena, decree or order issued by a court or tribunal of competent jurisdiction, or by a governmental body pursuant to law or regulation, the Parties each hereby agree to promptly notify the other Party of the existence, terms and circumstances surrounding the request or order and reasonably assist the Disclosing Party in seeking a protective order at Disclosing Party’s election. If, in the written opinion of the Receiving Party’s legal counsel, disclosure of the Disclosing Party’s Confidential Information is required in order to avoid sanction or penalty, said counsel shall exercise reasonable efforts, with the cooperation of the Disclosing Party if necessary, to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information of the Disclosing Party.

6.2 **Intellectual Property Rights.** Unless otherwise agreed in writing, a Party’s Intellectual Property (as defined below), and any development, enhancement, improvement, or derivative thereof (regardless of inventorship), shall be and remain the property of that Party. To the extent any Intellectual Property of a Party (and/or any enhancement, improvement, or derivative thereof) is incorporated into or necessary for the performance of any Work, that Party grants the other Party only a non-exclusive, non-transferrable, non-sub-licensable, revocable, royalty-free, right and license to use such Intellectual Property incorporated into the Work solely for the purpose of performing or using such Work, as applicable. Except as expressly stated herein, neither Party shall have any right or license to use (directly or indirectly) any of the other’s Intellectual Property. “Intellectual Property” means all copyrights, patents, trade secrets, proprietary software or firmware or other intellectual property rights associated with or incorporated in any ideas, concepts, know-how, techniques, processes, reports, or works of authorship owned, developed or created by a Party, and expressly includes, as to Contractor, any of the foregoing used or included in any Products or Services. If Contractor and Company or their respective employees jointly develop any Intellectual Property which is not an enhancement, improvement or derivation of either Party’s Intellectual Property (“Joint IP”), the Joint IP shall be owned by Contractor.

6.3 **Injunctive Relief.** The Parties agree that money damages are not a sufficient remedy for any breach or threatened breach of this Article 6. Accordingly, each Party is entitled to seek specific performance, injunctive or other equitable relief to enforce the provisions of this Article, without posting bond and without waiving any other remedies at law or in equity. In the event of such an action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs of litigation.

7. **INSURANCE**

7.1 **Insurance in Support of Indemnities.** In support of their respective indemnity obligations under this Agreement, and not as a separate obligation therefrom, the Parties each agree to procure and maintain throughout the Term, at their sole expense, insurance policies of the following types (and in coverage amounts not less than the minimum limits specified) (the "Policies"), *provided* that Contractor shall be entitled to self-insure any of its Indemnity or other obligations hereunder:

- (a) Statutory Workers' Compensation Insurance complying with applicable state laws and Employer's Liability Insurance covering all of the Party's employees, with liability limits of \$1,000,000.00 per occurrence.
- (b) Comprehensive or Commercial General Liability Insurance (including contractual liability for the Party's obligations to Indemnify the other Party) with combined single limits of not less than \$1,000,000.00 per occurrence and in the aggregate, to include Bodily Injury and Property Damage, specifically including the Party's Contractual Liability.
- (c) Comprehensive or Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used by it in connection with the Work, if any, with a combined minimum limit of \$1,000,000 each occurrence for Bodily Injury and Property Damage.
- (d) Excess Liability Insurance over that required in Paragraph (a), (b) and (c) above, with minimum limits of \$4,000,000.00 per occurrence and in the aggregate, specifically including the Party's Contractual Liability.
- (e) In the event Services are to be performed are over water, the respective employer shall carry in addition to the Statutory Workers' Compensation Insurance, endorsements covering liability under the Longshoreman and Harbor Workers' Compensation Act, with Outer Continental Shelf Lands Act Extension and Maritime Liability including wages, transportation, maintenance and cure with limits of \$1,000,000.00 for death or injury to one person and \$1,000,000.00 for any one accident, and endorsed to provide that a claim "in rem" shall be treated as a claim "in personam."
- (f) If Contractor provides Work involving well(s) that Company operates, Company shall procure and maintain throughout the Term, at its sole expense, a Control of Well Policy that covers the cost of regaining control of a wild well, pollution, stuck drill stem, and evacuation expense.

7.2 **Certificates of Insurance.** None of a Party's Policies shall be cancelled or materially modified or amended without advance written notice to the other Party. Notice of cancellation of any of the Policies required by the provisions of Section 7.1 above shall be subject to ACCORD 25 Certificate of Liability standards and will be delivered in accordance with policy provisions. Upon request, a Party shall deliver to the other Party certificates of insurance showing the Policies are in full force and effect.

7.3 **Additional Insureds; Waiver of Subrogation.** To the extent of their express obligations to Indemnify the other Party under this Agreement, each Party shall arrange for any of their respective Policies covering or supporting their Indemnity obligations under this Agreement to contain provisions whereby their insurers (a) waive their rights of subrogation against the other Party Group, and the other Party's respective insurers and (b) name the other Party (and member(s) of its Group) as an additional insured under its Policies (except Workers Compensation and Employer's Liability).

7.4 **Texas Oilfield Anti-Indemnity Act.** In order to be in compliance with the Texas Oilfield Anti-Indemnity Act (TOAA) or any such similar legislation in other jurisdictions regarding indemnification for a Party's sole or concurrent negligence, each Party agrees to carry insurance or provide self-insurance of the types and in the minimum amount of \$500,000, or as specified in Section 7.1 above, whichever is greater, and in equal amounts, regarding any mutual indemnity obligations assumed by the Parties, and each Party agrees that the maximum limit of such insurance carried in equal amounts shall be the lower of the maximum limit carried by either Party, as long as such amount is in excess of the minimum amount specified. Each Party shall support any unilateral indemnity assumed with liability insurance coverage in the stated amounts. If a Party does not carry insurance in the minimum amounts specified, then it is agreed that the Party has self-insurance as stated in the TOAA and the mutual indemnification amount shall be the maximum limit carried by the other Party. If this Agreement is subject to the indemnity limitations in Chapter 127 of the Texas Civil Practices and Remedies Code, then it is agreed that the Indemnification obligations herein are limited to the extent allowed by law, and each Party covenants to support this indemnity obligation by liability insurance coverage.

7.5 **Indemnity not Limited by Insurance Coverage.** The Parties agree that the insurance coverages specified in Section 7.1 above represent minimum requirements and are not to be construed to void or limit the indemnities contained herein. Neither do such requirements represent any manner of limitation upon the insurance coverage(s) the Parties may elect to provide.

8. LAWS AND REGULATIONS

- 8.1 **Trade Compliance.** Each Party shall comply with all Applicable Laws (including import, export, export control, antiboycott, and sanctions laws) and shall not, directly or indirectly, sell, provide access to, export, re-export, transfer, divert, loan, lease, consign, transship (including a stop in port), transport, or otherwise dispose of any Contractor product, material, software (including source code), or technology (collectively “Contractor Items”) to, via, or for (i) any entity known to be headquartered in, or owned or controlled by a national of any country subject to comprehensive sanctions applicable to Contractor, as of the Effective Date or in the future, including currently Cuba, Iran, North Korea, Sudan, and Syria, (ii) any other individual or entity identified on a denied or restricted party list applicable to Contractor, or (iii) any activity or end-use restricted by Applicable Laws without first obtaining all required government authorizations and written permission of the other Party. Company shall complete Contractor’s end-use, end-user, end-destination documentation when requested. **Notwithstanding anything to the contrary in this Agreement, neither Party shall be required to take any action prohibited or penalized by, or to refrain from taking any action required under, the laws of any applicable domestic or foreign jurisdiction relating to international boycotts.** Either Party shall have the right, in its sole discretion, to immediately suspend performance or to terminate this Agreement or any Order if (i) applicable comprehensive sanctions are imposed, or (ii) the other Party is designated as or determined to be a denied or restricted party under Applicable Law.
- 8.2 **Ethics and Anticorruption.** Each Party agrees, on behalf of itself and its Party Group, to comply with the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and/or any Applicable Laws related to anti-corruption, anti-kickbacks, and anti-money laundering. Neither Party shall make facilitating or grease payments with regards to the Work.
- 8.3 **Termination and Indemnification.** If a Party is required by the other Party to engage in any act that violates this Article 8, that Party may immediately terminate this Agreement or any Order and will not be in breach or default. Each Party further agrees to Indemnify the other Party for all Claims arising from that Party’s violation of this Article.

9. ASSIGNMENT AND SUBCONTRACTING

Contractor may assign this Agreement to an Affiliate, or subcontract the Work (or any portion thereof) to be performed, but shall not assign this Agreement to any Third Party without Company’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Neither this Agreement nor any rights or interest herein shall be assigned by Company without the prior written consent of Contractor. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

10. FORCE MAJEURE

Neither Party shall be considered in breach of the Agreement (excluding Company’s obligation to pay Contractor for Work) if prevented from performing due to a Force Majeure Event (defined below). If a Force Majeure Event preventing performance of Work continues for more than thirty (30) days, either Party may terminate the effected Order by giving five (5) days written notice to the other Party. Contractor shall be paid for all Work provided and/or performed to the date of termination and any other reasonable costs incurred as a result of such termination (including Contractor’s standard personnel and equipment stand-by charges). A “Force Majeure Event” is an act or event that (i) renders it wholly or partially impossible for the affected Party to perform its obligations under this Agreement or any Order or delays such affected Party’s ability to do so, (ii) is beyond the affected Party’s reasonable control, (iii) is not due to the affected Party’s fault or negligence, and (iv) could not have been avoided by the affected Party’s exercise of reasonable diligence.

11. NOTICES

All notices, notifications, requests, consents, directions, instructions, and other communications required or permitted to be given under this Agreement (“Notices”) shall be in writing and shall be deemed to have been duly given if delivered (a) in person, by courier or by overnight delivery service, with independent proof of delivery, or (b) via confirmed email. Unless otherwise specified herein, Notices shall be addressed to the Party at the address below (or to such other physical or email address(es) and to the attention of such other person(s) as either Party designate by Notice given in accordance with this Article 11.

If to Contractor, to: Weatherford Laboratories, Inc. 8845 Fallbrook Drive, Houston, Texas 77064 Attention: General Counsel Email: legal.contracts@weatherford.com	If to Company, to: _____ _____ _____ Attention: _____ Email: _____
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12. GOVERNING LAW; VENUE; JURY WAIVER; ATTORNEYS’ FEES

- 12.1 **Governing Law; Venue; Jury Waiver.** This Agreement and all Orders shall be governed, construed and interpreted in accordance with the laws of the State of Texas, which shall apply without regard to any choice of laws or conflict of laws provisions which

would direct the application of the laws of another jurisdiction. Venue for any litigation filed with respect to this Agreement, any Order, or any Work performed thereunder shall be exclusive in the courts, state or federal, sitting in Houston, Harris County, Texas. **TO THE EXTENT ALLOWED BY THE GOVERNING LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THIS AGREEMENT OR ANY ORDER.** Nothing herein shall prohibit a Party from availing itself of a court of competent jurisdiction for injunctive relief.

12.2 **Attorneys' Fees.** If either Party institutes suit to enforce any right or obligation against the other arising from or incidental to this Agreement and/or any Order, the prevailing Party shall be entitled to recover, in addition to any damages or other relief awarded to it, reasonable attorney's fees, court costs, fees of testifying experts or consultants, and other expenses related thereto.

12.3 **Waiver of Sovereign Immunity.** If Company is owned, directly or indirectly, in whole or in part, by any country or sovereign, or is an authority or agency of any country or sovereign, then **COMPANY HEREBY WAIVES ANY AND ALL RIGHTS AND IMMUNITIES, INCLUDING WITHOUT LIMITATION, ANY IMMUNITIES FROM LAWSUITS, CLAIMS, PREJUDGMENT SEIZURE, ARREST OR ATTACHMENT IT MAY HAVE UNDER THE FOREIGN SOVEREIGN IMMUNITIES ACT OF 1976 (28 USC SECTION 1602, ET SEQ.), AS AMENDED, OR ANY SIMILAR STATUTE, LAW, RULE OR REGULATION OF ANY COUNTRY OR SOVEREIGN.**

13. **SEVERABILITY; NO ORAL MODIFICATION, WAIVER OF TERMS; ENTIRE AGREEMENT, HEADINGS, COUNTERPART EXECUTION**

13.1 **Severability.** If any term or provision of this Agreement is found to be inconsistent with or contrary to Applicable Law or public policy, same shall be deemed to be modified to the extent required to comply with Applicable Law or public policy (it being the intention of the Parties to enforce to the fullest extent all terms of this Agreement) and as so modified, this Agreement shall continue in full force and effect. If such term or provision cannot be modified automatically, the Parties shall attempt to agree on a conforming modification. If such term or provision cannot be modified to comply with Applicable Law, then said term or provision shall be deemed to be deleted and the remaining terms and conditions shall continue in full force and effect.

13.2 **No Oral Modification, Waiver of Terms.** No amendments or modifications shall be effective unless in writing signed by an authorized officer of each Party. No waiver by a Party of any of the terms, provisions, or conditions hereof shall be effective unless said waiver shall be in a writing signed by an authorized officer of the Party against whom the waiver is sought to be enforced. The failure of either Party to enforce any term, provision or condition of this Agreement shall in no manner affect the right to enforce the same at a later time, and the waiver by either Party of any breach of any term, provision or condition in this Agreement shall not be construed to be a waiver by such Party of any subsequent or succeeding breach of such term, provision or condition or a waiver by such Party of any breach of any other term, provision or condition.

13.3 **Entire Agreement, Headings, Counterpart Execution.** This Agreement embodies the entire agreement between the Parties and supersedes and replaces all other existing agreements with respect to Contractor's performance of Work for Company from and after the Effective Date. Neither Party shall be bound by conditions, warranties, understandings, nor representations other than as expressly provided herein. Article and Section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first mentioned above.

Company:

By: _____

Name: _____

Title: _____

Contractor:

Weatherford Laboratories, Inc.

By: _____

Name: _____

Title: _____