

WELL-SENSE TECHNOLOGY (UK) LIMITED acting for itself where it is so specified as the party to the Contract or as agent for its relevant Affiliate which is expressly specified as being the party to the Contract (“Well-SENSE”)

TERMS AND CONDITIONS FOR PROVISION OF SERVICES, SUPPLY OF PRODUCTS AND/OR EQUIPMENT RENTAL (“Terms and Conditions”)

NOTICE: The provision of Services is expressly conditioned on the Customer’s assent to these Terms and Conditions. Any additional or different terms proposed by the Customer are expressly objected to and will not be binding upon Well-SENSE, unless expressly agreed to in writing by Well-SENSE. Any oral or written representation, warranty, course of dealing or trade usage not contained in these Terms and Conditions or the Contract shall not be binding on either party. Any order to perform work and Well-SENSE performance of work shall constitute Customer’s assent to these Terms and Conditions. Unless otherwise specified in the quotation, any quotation by Well-SENSE shall expire thirty (30) days from its date and may be modified or withdrawn by Well-SENSE before receipt of Customer’s acceptance.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions and other parts of the Contract, unless the context requires otherwise, the following words and expressions shall have the following meanings:-

“**Affiliate**” means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, “subsidiary” and “holding company” shall have the meaning assigned to them in section 1159 of the Companies Act 2006 provided that for the purpose of that section a company shall be deemed to be a member of another when its shares in the other company are registered in the name of another person either by way of security or in connection with the taking of security or as a nominee;

“**Background IP Rights**” means any Intellectual Property Rights either (i) owned or controlled by a party (or its Affiliates) prior to the date of the Contract; or (ii) developed or acquired by a party (or its Affiliates) independently from performance under the Contract;

“**Bribery Act**” shall have the meaning given thereto in Clause 18.1;

“**Claims**” means all losses, damages, fines, costs, claims, liabilities, liens, debts, expenses (including, but not limited to, legal expenses) or causes of action of whatever nature and any payment made pursuant to an extra-judicial settlement;

“**Confidential Information**” means all unpatented designs, drawings, data, specifications, testing procedures, inventions, discoveries, processes, formulae, techniques, specifications, Know-how, blue prints, technical information, methods, test reports, component lists, manuals and all other technical, financial, business and any and all other information and data relating to the Services of a confidential or commercially sensitive nature whether or not such information is marked as “confidential” and whether written, unwritten or recorded in any medium, including, but not limited to, all readable or computer or other machine readable data, logic, logic diagrams, flow charts, orthographic representations, coding sheets, coding, source or object codes, listings, test data, test routines, diagnostic programmes or other material relating to or comprising software which relates in anyway whatsoever to the provision of the Services;

“**Consequential Loss**” means:

- (i) consequential loss under English law; and
- (ii) loss and/or deferral of production, loss of product, loss of use or business interruption, loss of revenue, profit or anticipated profit (if any) and/or in respect of Customer Group any equipment, vessel or personnel stand-by costs, whether direct or indirect to the extent that these are not included in (i),

arising from or related to the Contract and whether or not such losses were foreseeable at the date of

the Contract (for the avoidance of doubt any termination fees payable to Well-SENSE set out in the Contract and/or payment due to Well-SENSE pursuant to Clause 14.2 shall, in no event, be classified as Consequential Loss);

“Contract” means the documents that comprise the agreement between the Customer and Well-SENSE for the provision of Services including these Terms and Conditions and any other documents incorporated therein by reference, such as, the final quotation, the agreed scope(s) of work, and Well-SENSE order acknowledgement;

“Customer” means the party to the Contract which requires the Other Services, supply of Products and/or rental of Rental Equipment;

“Customer Group” means the Customer, its client, its and their co-venturers, its and their respective Affiliates, its and their contractors and subcontractors of any tier, and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Well-SENSE Group;

“Day Rate” means the rate(s) applicable to:

- (i) each member of personnel supplied; and/or
- (ii) any and all equipment supplied,

by or on behalf of Well-SENSE, in relation to the Services, where such rates to be set out in the Contract;

“EXW Aberdeen” means EXW Well-SENSE’s warehouse, situated at Wellheads Crescent, Dyce, Aberdeen AB21 7GA, Incoterms 2010;

“Force Majeure” means an occurrence beyond the control, and without the fault or negligence, of the Party affected provided that such Party could not have reasonably foreseen such occurrence at the time of entering into the Contract, and which by the exercise of reasonable diligence the said Party is unable to prevent or provide against.

One or more of any of the following occurrences may constitute Force Majeure:

- (i) riot, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (ii) earthquake, hurricane, flood, fire, explosion, severe weather conditions and/or other natural physical disaster;
- (iii) strikes at a national or regional level or industrial disputes by labour not employed by the affected Party its subcontractors or suppliers and which affect a substantial or essential portion of the Services;
- (iv) maritime or aircraft disasters;
- (v) national and/or international medical or health crisis, epidemic and/or pandemic;
- (vi) changes to any general or local statute, ordinance, decree, or other law or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or by-laws.

For the avoidance of doubt the inability of a Party, for whatever reason, to comply with its financial obligations under the Contract shall not be a Force Majeure event;

“Foreground IP Rights” means any Intellectual Property Rights and/or Know-how created, resulting from, generated under, arising, or obtained pursuant to (or as a result of) the Contract, whether or not included or incorporated in any product, prototype, document, drawing, or any other information, data or item that Well-SENSE has agreed to produce in the course of the Contract;

“Intellectual Property Rights” means patents, trademarks, trade names, domain names, design rights, copyright and rights in the nature of copyright (including for the avoidance of doubt rights in computer software), database rights, rights in Confidential Information and other intellectual or industrial property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights having equivalent or similar effect anywhere in the world;

“Know-how” means any inventions, discoveries, improvements, processes, formulae, techniques, specifications, blue prints, technical information, methods, test reports, component lists and manuals (whether written, unwritten or recorded in any medium) in each case conceived or originated or made by Well-SENSE during the course of, or in any way whatsoever related to, the performance of the Contract;

“Liability Cap” means a financial cap equal to one-hundred percent (100%) of the price detailed in the Contract, and where the Services under the Contract consists of a mixture of sale of Product, rental of Rental Equipment and/or Other Services the cap shall be applied separately in relation to (i) such Other Services to the extent the default relates to such Other Services, (ii) any sale of any Products to be provided thereunder to the extent the default relates to such sale, and/or (iii) the rental of any Rental Equipment to be provided thereunder to the extent the default relates to such rental and in this case the cap shall be applied against the actual rental period or 12 months of rental whichever is lesser. The cumulative financial liability under any Contract for any breach by Well-SENSE shall never be greater in the aggregate than 100% of the Contract price;

“Other Services” mean any services (other than sale of Products or rental of Rental Equipment) to be provided by Well-SENSE as expressly set out in the Contract;

“Party” means the Customer or Well-Sense (as the context may require) and “Parties means both of them;

“Products” means all equipment, parts, materials, supplies and other goods Well-SENSE has agreed to sell to the Customer under the Contract, and which are not forming or included within Services;

“Relevant Requirements” shall have the meaning given thereto in Clause 18.1;

“Rental Equipment” means all equipment, parts, materials, supplies and other goods Well-SENSE has agreed to lease to the Customer under the Contract. For the avoidance of doubt, this will not include any such equipment, parts, materials, supplies and other goods being supplied as part of the provision of other elements of the Services which are not rental;

“Services” means the services to be performed by Well-SENSE as set out in the Contract (and such services may include for the provision of Other Services, supply of Products, and/or rental of Rental Equipment);

“Site” means the Customer’s place or places (including well sites) at which the Services are to be performed as shall be so recorded in the Contract;

“Third Party” shall have the meaning given thereto in Clause 26.2;

“Well-SENSE Group” means Well-SENSE, its sub-contractors (of any tier), its and their Affiliates, its and their respective directors, officers and employees (including agency personnel).

- 1.2. References to Clauses are to clauses of these Terms and Conditions.
- 1.3. In these Terms and Conditions:
 - 1.3.1. the Clause headings are included for convenience only and (except for Clause 20 “Status of Customer”) shall not affect the construction of the Contract and/or these Terms and Conditions;
 - 1.3.2. words denoting the singular shall include the plural and vice versa;
 - 1.3.3. words denoting any gender shall include a reference to the other gender; and
 - 1.3.4. references to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality).
- 1.4. References in the these Terms and Conditions to statutory provisions (excepting therefrom Section 1159 of the Companies Act 2006) shall (where the context so admits and unless otherwise expressly provided) be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time (as the context requires) and to any orders, regulations, instruments or other subordinate legislation made under the relevant statutes.
- 1.5. If there is any conflict between the body of these Terms and Conditions and the other parts of Contract, the latter shall prevail.

2. DURATION

- 2.1. The Contract shall come into effect on the date stated therein and shall remain in full force and effect until it expires in accordance with its terms or terminated earlier under these Terms and Conditions.

3. PROVISION OF SERVICES

- 3.1. Well-SENSE shall perform the Services in accordance with the terms and conditions of the Contract.
- 3.2. Well-SENSE undertakes to perform the Services in a timely, competent and professional manner, and shall perform the Other Services with all the skill, care and diligence which would be expected of a prudent and experienced supplier of the Services.
- 3.3. Well-SENSE shall be responsible for all the administrative and management responsibilities relating to the provision of the Services subject to the provisions of the Contract.
- 3.4. Well-SENSE shall not be entitled to contract on behalf of the Customer nor to commit to any obligations on the Customer’s behalf.
- 3.5. It is expressly agreed that Well-SENSE shall act as an independent contractor with respect to the Services and shall exercise control, supervision, management and direction as to the method and manner of providing the Services. None of Well-SENSE, its agents or personnel, shall be or be deemed agents or employees of the Customer.

Well-SENSE shall, throughout the duration of the performance Service comply with all the applicable laws, rules, orders and regulations of any Governmental or regulatory body having jurisdiction over the Services.

- 3.6. In the event of a failure (unless excused by virtue of the provisions of Clause 16) by Well-SENSE to be available to (i) commence the Other Services at Site within five (5) days following the commencement date agreed in the Contract and/or (ii) deliver the Products or rental Equipment within five (5) days following by the delivery date agreed in the Contract, then the Customer shall have the

right, following written notice to Well-SENSE, to terminate the Contract (for cause) to the extent the failure has not been remedied prior to the effective date of termination.

- 3.7. Without prejudice to Clause 3.11, Well-SENSE's obligation to provide the Services shall be discharged by such personnel as Well-SENSE may consider appropriate.
- 3.8. Well-SENSE warrants that each and every member of the Well-SENSE personnel supplied to discharge the Services is properly qualified, competent, skilled and experienced to perform the Services.
- 3.9. Where Services are to be provided at an offshore or remote onshore Site, the Customer shall provide, at no cost to Well-SENSE, all routine and medi-vac transportation for Well-SENSE's Group personnel, and transportation for Well-SENSE provided equipment and material which are capable of transportation by helicopter or supply boat between the Customer designated heliport and/or supply base (as the case may be) as specified in the Contract (failing which from the Well-SENSE nominated base) and such Site.

4. SALE OF PRODUCTS - WARRANTY

- 4.1. Well-SENSE warrants to the Customer that the Products shall be delivered free from defects in material, workmanship and title and shall meet quality, fitness for purpose, quantity and/or specifications which are expressly set out in the Contract . Unless Well-SENSE expressly agrees otherwise in writing, any Product, not manufactured by Well-SENSE or any of its Affiliates (including incidental materials and consumables) shall carry only the warranty that the original manufacturer(s) provide and Well-SENSE gives no warranty on behalf of the manufacturer(s) of such items. Furthermore, the agreed sale of used Products shall be sold "as is" with no warranty relating thereto.
- 4.2. The warranty period for the Products (other than those not manufactured by Well-SENSE or any of its Affiliates which are sold "as is" without any warranty) shall be twelve (12) months from delivery to the specified delivery location as set out in the Contract.
- 4.3. If the Products (other than those not manufactured by Well-SENSE or any of its Affiliates which are sold "as is" without any warranty) do not meet the warranties set out above, the Customer shall promptly notify Well-SENSE in writing within the said warranty period. Without prejudice to Clause 12.1, Well-SENSE shall replace the defective Product(s).
- 4.4. The above stated warranties are conditioned upon:
 - 4.4.1. the proper storage, installation, operation and maintenance of the Products by Customer Group and conformance with the proper operation instruction manuals provided by, or on behalf of, Well-SENSE;
 - 4.4.2. the Customer Group keeping proper records of operation and maintenance during the warranty period and providing Well-SENSE access to those records;
 - 4.4.3. any modification of Products shall only be carried out by Well-SENSE unless otherwise authorised, in writing, by Well-SENSE; and
 - 4.4.4. Customer evidencing to Well-SENSE, at its own cost, that those Products (for which it is claiming a replacement or refund pursuant to Clause 4.3) do not meet the warranties as set out above.

Well-SENSE does not warrant the Products against normal wear and tear or damage caused by misuse, accident, or use against the advice of Well-SENSE. Any modification of any of the Products not authorised, in writing, by Well-SENSE shall render the warranty hereunder null and void.

- 4.5. This Clause 4 sets out the exclusive remedies for all Claims based on failure of or defect in Products, whether the failure or defect arises before or during the applicable warranty period and whether a Claim, however described, is based on contract, warranty or indemnity, tort or extra contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Clause 4 are exclusive and are in lieu of all other warranties and guarantees, whether written, oral, implied or statutory. No implied statutory warranty of merchantability or fitness for a particular purpose applies.

5. RENTAL EQUIPMENT - WARRANTY

- 5.1. Well-SENSE represents and warrants that the Rental Equipment:

5.1.1. shall conform in all respects to the specification in the Contract;

5.1.2. shall be in accordance with the requirements of applicable laws;

5.1.3. is free from defects;

5.1.4. is suitable for the purpose specified in the Contract; and

5.1.5. is free and clear of any liens, restrictions, reservations, security interests and encumbrances and that Well-SENSE (or its Affiliates) has good title to such Rental Equipment.

- 5.2. If, during the term of the Contract, the Rental Equipment is found to not be in good working condition (excluding physical loss or damage occurring whilst risk rests with Customer pursuant to Clause 6.6) and such deficiency is not due to any act, omission and/or negligence of the Customer Group or any other third party, then, the Customer shall promptly give written notification to Well-SENSE with details of the deficiency. Upon receipt of such notification, Well-SENSE will have the option to either, at its cost and risk, promptly repair or replace such defective Rental Equipment. Without prejudice to Clause 12.1, during the period commencing on the date that the Customer notified Well-SENSE enduring until the date that the Rental Equipment is repaired or replaced, no rent will be due from the Customer to Well-SENSE in relation only to such Rental Equipment to be repaired or replaced. Under no circumstances shall the Customer either by itself or through a third party have the Rental Equipment repaired.

6. DELIVERY, TITLE AND RISK AND TERRITORIAL RESTRICTIONS

- 6.1. In relation to the sale of Products, delivery will be EXW Aberdeen (unless EXW at such other location is specified in the Contract), and risk will pass to Customer at point of delivery or the contracted time of delivery where Customer has failed to uplift (through no fault of Well-SENSE) by such date, whichever is earlier.

- 6.2. In relation to the rental of Rental Equipment, delivery will be EXW Aberdeen (unless EXW at such other location is specified in the Contract) and risk will pass to Customer at point of delivery.

- 6.3. In relation to the performance of Other Services, title and risk in all equipment, parts, materials, supplies and other goods used in the performance of the Other Services shall remain at all times with Well-SENSE (except for any Products which are provided as part of the Service where risk and title to same shall be determined in accordance with Clauses 6.1 and 6.4, respectively), with the exception that unless otherwise agreed to the contrary, in relation to any equipment or part of the equipment to be

shipped under the care, custody and control of the Customer (or the other members of Customer Group) for any reason, the risk shall pass to the Customer for the duration of the period that such equipment or part of the equipment that is under such care, custody and control of the Customer (or the other members of Customer Group) but only up to an amount equal to the value of such equipment lost or damaged whilst in Customer care custody and control or £1,000,000 whichever is lesser.

- 6.4. In relation to the sale of Products, title will pass to the Customer on the later of:
 - 6.4.1. delivery to the delivery point specified in the Contract; and
 - 6.4.2. payment in full by the Customer to Well-SENSE.
- 6.5. Title to all Rental Equipment shall remain at all times with Well-SENSE.
- 6.6. Risk in all Rental Equipment shall pass to Customer pursuant to Clause 6.2 and shall remain with the Customer whilst Rental Equipment is in the care, custody and control of the Customer Group.
- 6.7. It is a material term of these Terms and Conditions that Customer shall ensure the Other Services, Products and/or Rental Equipment shall not be retained and/or deployed at any Site in North America and/or at any Site not expressly disclosed in the Contract without Well-SENSES's prior written agreement (which may be withheld on commercial or technical grounds).

7. OWNERSHIP OF DATA

- 7.1. It is acknowledged that any data resulting or arising out of the performance of the Services shall be the property of the Customer, but Well-SENSE has the right to retain such data and/or copies of such data with no responsibility or liability whatsoever for maintaining such data on behalf of the Customer.

8. HEALTH, SAFETY, SECURITY AND THE ENVIRONMENT

- 8.1. The Customer shall take all necessary precautions, at all times, for the health and safety of Well-SENSE personnel at the Site. These include, but are not limited to: providing to Well-SENSE for review, and instructing Well-SENSE personnel regarding, Customer's (including its clients, where applicable) safety practices; proper and safe handling of, and protection of Well-SENSE personnel from exposure to, hazardous materials; energization and de-energization of all power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out procedures; and conducting periodic safety meetings.
- 8.2. Well-SENSE may, from time to time, conduct safety audits to ensure the existence of safe Site and working conditions and make recommendations to the Customer concerning them. Whether or not Well-SENSE conducts safety audits or makes recommendations, the Customer will remain responsible for providing a work environment that is safe and that complies with all applicable legal requirements. The Customer will make its local medical facilities at Site and resources available to Well-SENSE personnel who need medical attention, for the duration of their presence at Site. Under no circumstance will Well-SENSE personnel be required to work more than any maximum time periods allowed by applicable law.
- 8.3. If, in Well-SENSE's reasonable opinion, the safe execution of the Contract at the Site is, or is apt to be, imperilled by security concerns, local conditions, war (declared or undeclared), armed conflict or threatened conflict, civil unrest, terrorist acts or threats, threat to safety or well-being of the Site or personnel or Well-SENSE persons or interests, the presence of or threat of exposure to hazardous materials, or unsafe working conditions or declared epidemic or pandemic at the Site, Well-SENSE may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of all or any part of the Contract, and/or transfer such performance and supervise it at a location solely determined by Well-SENSE. The Customer shall assist in any evacuation. Any delay that results shall be considered excusable.
- 8.4. Operation of the Customer Group's equipment is the responsibility of the Customer. If the Customer requires or permits Well-SENSE personnel to operate the Customer Group's equipment at the Site, this shall be subject to Well-SENSE's prior written consent (not to be unreasonable withheld or delayed) and in the event of any Claim by a third party arising out of Well-SENSE's operation of Customer Group equipment at the Site the Customer shall indemnify and hold harmless the Well-SENSE Group in respect thereof irrespective of any negligence or breach of duty (statutory or otherwise) of Well-SENSE Group.
- 8.5. Well-SENSE shall (i) be aware of and comply with all relevant Customer safety procedures and relevant Customer policies and procedures applicable to the Site and/or to the performance of the Services to the highest standards of performance and (ii) report to the Customer any working conditions or practices that it or they believe to be unsafe.
- 8.6. The Customer shall advise Well-SENSE of the rules and regulations from time to time in force for the conduct of personnel at the Site and Well-SENSE shall procure that its personnel comply with same.

9. INVOICING, PAYMENT AND BUDGETS

- 9.1. In full consideration of the satisfactory performance of the Services the Customer shall pay Well-SENSE the charges as set out in the Contract and any VAT, at the applicable rate, properly chargeable thereon.

- 9.2. In relation to the sale of Products, Well-SENSE shall be entitled to submit an invoice to the Customer in relation to such Products at delivery of same to Customer. Such invoices will become due and payable thirty (30) days from Customers receipt of same. Invoices not paid in a timely manner will accrue interest as set out in clause 9.9.
- 9.3. In relation to the provision of the Other Services, Well-SENSE shall be entitled to submit an invoice to the Customer in relation to such Other Services at the time of completion of same. Such invoices will each become due and payable thirty (30) days from Customers receipt of same.
- 9.4. Unless otherwise agreed in the Contract, in relation to Rental Equipment, the rental will be paid monthly in advance. The period of Rental shall commence from the date of delivery as set out in the Contract and end on the date that the Rental Equipment is returned to Well-SENSE's warehouse in Aberdeen, United Kingdom or other agreed location.
- 9.5. Where Well-SENSE is unable to perform the Other Services for any reason (including Force Majeure) other than due to default by Well-SENSE Group, the Day Rate shall be applied and Well-SENSE shall be entitled to invoice for the Day Rate for the duration of such delay. During any period where WellSense employees have to self-isolate as a result of COVID-19 or there are operational delays as a result of COVID19, the Day Rate shall be applied and WellSense shall be entitled to invoice for the Day Rate for the duration of such delay.
- 9.6. Unless otherwise stated in the Contract, all payments shall be made in the currency as stated on the Well-SENSE quote. All payments due by Company hereunder shall be made by bank transfer into the account of Well-SENSE at a bank to be nominated in writing by Well-SENSE on the Invoice. All currency exchange rate changes, duties, taxes, etc. shall be paid by the Customer.
- 9.7. In the event of disagreement concerning any invoice, the Customer shall make payment of the total amount claimed to be due and owing under such invoice. Invoices may be contested only if, within a period of thirty (30) days after the Customer's receipt thereof and, the Customer serves notice on Well-SENSE questioning the correctness of such invoice. If no such notice is served, invoices shall be deemed correct and accepted by the Customer. Promptly after resolution of any dispute relating to an invoice, the amount of any overpayment, if applicable, shall be paid by Well-SENSE to the Customer together with interest thereon in accordance with the terms of Clause 9.8.
- 9.8. Interest shall be payable for late payment of correctly prepared and supported invoices or on any overpayment amount repayable by Well-SENSE pursuant to Clause 9.7. The amount of interest payable shall be based upon the then current annual Bank of England "Base Rate" plus five percent (5%) per annum and shall be calculated pro-rata on a daily basis from the (i) due date of payment of such amount, provided that such amount was properly invoiced, until the actual date of payment of same or (ii) date of the overpayment until repayment by Well-SENSE under Clause 9.7.

10. CONFIDENTIALITY

- 10.1. Each of the Parties (each a "**Receiving Party**") undertakes to keep the Confidential Information, terms of the Contract, all information relating to the other Party (each a "**Disclosing Party**") obtained during the performance of the Contract and all other matters arising or coming to its or their attention in connection with the provision of the Services and/or as a result of the Contract, confidential and shall not at any time for any reason whatsoever disclose the same, or permit the same to be disclosed, to any third party without the written consent of an authorised representative of the relevant Disclosing Party and such disclosure shall be restricted to that necessary for the performance of its obligations under the Contract.
- 10.2. The confidentiality obligations referred to in this Clause 10 shall not apply to any Confidential Information or other information which:

- 10.2.1. is lawfully in the possession of and is at the free disposal of the relevant Receiving Party at the time of its disclosure by the relevant Disclosing Party; or
 - 10.2.2. is in the public domain; or
 - 10.2.3. becomes available to the relevant Receiving Party through a third party otherwise than in breach of an obligation of confidence; or
 - 10.2.4. is required to be disclosed by the relevant Receiving Party by law or by any governmental or regulatory body having jurisdiction over the performance under the Contract or of any relevant stock exchange.
- 10.3. The relevant Receiving Party undertakes:
- 10.3.1. not to make any announcement or publish any information, photographs, articles pertaining to the Contract; and
 - 10.3.2. not to make copies of any information or materials containing Confidential Information save as is necessary for the performance of its obligations under the Contract; and
 - 10.3.3. on termination, howsoever arising, or earlier on the request of the relevant Disclosing Party, to return forthwith or, where stored on computer media, take all reasonably practicable steps to permanently erase from any computer media, without limitation, all documents, drawings, records, data and all materials containing Confidential Information and all copies in the possession, power, custody or control of the relevant Receiving Party at the date of such termination.
- 10.4. The relevant Receiving Party shall be liable to the members of the relevant Disclosing Party's Group (Well-SENSE Group or Customer Group, as the case may be) for any loss or damage suffered by them arising out of the breach by the relevant Receiving Party's personnel of those undertakings contained in this Clause 10 to the same extent as if the relevant Receiving Party had breached such undertakings.
- 10.5. The confidentiality obligations under this Clause 10 shall continue after the expiry, or earlier termination, of the Contract.

11. OWNERSHIP OF WORK

- 11.1. The Parties agree that all and any Background IP Rights shall vest and remain in the Party that held those Background IP Rights prior to the date of the Contract and/or that developed or acquired such Background IP Rights independently from performance under the Contract.
- 11.2. The Parties agree that all Foreground IP Rights conceived or originated by Well-SENSE Group during the course of and in connection with or in any way whatsoever arising from the performance of the Contract shall be the exclusive property of Well-SENSE and the Customer hereby assigns all right, title and interest in such Foreground IP Rights to Well-SENSE (or the person in its Group where so otherwise nominated by Well-SENSE) by way of assignment of future rights, absolutely, throughout the whole world and for the whole period for which such rights subsist.
- 11.3. Well-SENSE warrants and represents that the Know-how and Confidential Information will not infringe the Intellectual Property Rights of any third party.
- 11.4. The Customer shall do all such things and execute any and all documentation required by Well-SENSE in order to give effect to the assignment of the Foreground IP Rights referred to in Clause 11.2 above and to prosecute any application for registration of any such Foreground IP Rights.
- 11.5. The Customer shall procure that each member of its personnel within Customer Group shall irrevocably and unconditionally waive any moral rights they may have in any Foreground IP Rights referred to in

Clause 11.2.

- 11.6. Well-SENSE shall save, defend, indemnify and hold harmless the Customer Group from and against any and all Claims arising out of or in connection with any infringement or alleged infringement of any Intellectual Property Right of any third party arising out of or in connection with Well-SENSES's performance of the Contract or out of any breach by Well-SENSE of Clause 11.3.

12. LIABILITY AND INDEMNITIES

- 12.1. Except to the extent of any indemnity granted by Well-SENSE under Clauses 12.2 and 12.5 and any liability of Well-SENSE arising due to any breach by Well-SENSE Group of Clauses 11.6, 16.4, 17 or 18, the maximum aggregate liability of Well-SENSE to the Customer Group in respect of any and all breaches of the Contract shall be limited to a sum equivalent to the Liability Cap.
- 12.2. Well-SENSE hereby agrees to be responsible for and shall save, defend, indemnify, and hold harmless the Customer Group from and against any and all Claims arising as a result of or in connection with the performance or non-performance of the Contract in respect of the:
- 12.2.1. subject to Clauses 6.3, 6.6 and 12.4, loss or recovery of or damage to any property and/or equipment belonging to any member of Well-SENSE Group whether owned, hired, leased or otherwise provided by Well-SENSE Group;
 - 12.2.2. personal injury to or sickness, death or disease of any member of Well-SENSE Group;
 - 12.2.3. pollution occurring on the premises of any member of Well-SENSE Group or originating from the property and/or equipment of any member of Well-SENSE Group; and
 - 12.2.4. subject to Clause 8.4, personal injury to or sickness, death or disease or loss or damage to the property of any third party, to the extent caused by the negligence or breach of duty (whether statutory or otherwise) of Well-SENSE Group.
- For the purposes of Clauses 8.4, 12.2.4 and 12.3.4 “**third party**” shall mean any party which is not a member of Well-SENSE Group or the Customer Group.
- 12.3. The Customer hereby agrees to be responsible for and shall save, defend, indemnify and hold harmless Well-SENSE Group from and against any and all Claims arising as a result of or in connection with the performance or non-performance of the Contract in respect of the:
- 12.3.1. loss or damage to any property and/or equipment belonging to any member of the Customer Group;
 - 12.3.2. personal injury to or sickness, death or disease of any member of the Customer Group;
 - 12.3.3. pollution occurring on the premises of the Customer Group or emanating from the property and/or equipment of any member of the Customer Group;
 - 12.3.4. loss or damage to any geological formation, strata or oil or gas reservoir or minerals resource beneath the surface of the land or water, hole(s) or well(s) and for any impairment of any property rights or other interests in or to any oil, gas or minerals resources resulting from blowout, fire, cratering or any other cause, which may result during the performance of the Services; and
 - 12.3.5. personal injury to or sickness, death or disease or loss or damage to the property of any third party, to the extent caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer Group.
- 12.4. The Customer shall be responsible for and shall save, indemnify, defend and hold harmless Well-SENSE from and against any and all Claims in respect of: loss of or damage to the Rental Equipment whilst in the care, custody and control of the Customer Group (other than where such loss or damage has been caused by the fault or negligence of Well-SENSE GROUP).
- 12.5. Notwithstanding any other provision of the Contract or these Terms and Conditions, but subject to Clause 12.4, neither Party shall be liable to the other for any Consequential Loss arising out of the performance or non-performance of the Contract. Well-SENSE shall save, defend, indemnify and hold

harmless the Customer Group from and against Well-SENSE Group's Consequential Loss arising out of the performance or non-performance of the Contract and the Customer shall save, defend, indemnify and hold harmless Well-SENSE Group from and against the Customer Group's Consequential Loss arising out of the performance or non-performance of the Contract.

The provisions of this Clause 12.5 shall not apply in relation to loss of product and/or use arising out of the failure by the Customer to return the Rental Equipment to Well-SENSE in accordance with the provisions of the Contract or arising out of the Customer's failure to compensate Well-SENSE pursuant to Clause 12.4.

- 12.6. Except as specifically provided in Clause 12.2.4 and 12.3.4, all limitations, exclusions and/or indemnities given under this Clause 12 shall apply irrespective of the negligence or breach of duty (statutory or otherwise) of any party given the benefit of the limitation, indemnification and/or exclusion and shall apply irrespective of any Claim in tort or delict (including negligence), under contract or otherwise at law.
- 12.7. The indemnities given pursuant to the Contract shall be full and primary and shall apply in respect of the full liability of the indemnified party.
- 12.8. If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities, they shall notify the other in writing and the Parties shall co-operate fully in investigating the incident.
- 12.9. The provisions of this Clause 12 shall survive the expiry, or earlier termination, of the Contract for whatever reason.

13. AUDIT

- 13.1. Well-SENSE shall maintain detailed records in respect of all matters related to the Contract for a period of six (6) years after the expiry or earlier termination of the Contract.
- 13.2. During the course of the Contract and for a period of one (1) year thereafter, the Customer or its duly authorised representatives shall have the right, subject to giving Well-SENSE written notice, to audit at all reasonable times and, upon written request, take copies of all of Well-SENSE's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to all invoiced charges made by Well-SENSE on the Customer.
- 13.3. Well-SENSE shall co-operate fully with the Customer and/or its representatives in the carrying out of any audit required by the Customer. The Customer will conduct an audit in a manner to keep to a reasonable minimum any inconvenience to Well-SENSE.

14. TERMINATION

- 14.1. Well-SENSE shall have the right, without liability to Customer, to terminate the Contract pursuant to Clause 27.
- 14.2. The Customer has the right to terminate the Contract for convenience at any time, by giving written notice to Well-SENSE, provided that, the Customer will be liable to pay Well-SENSE its reasonable documented costs arising out of the early termination for convenience (including costs for terminating subcontracts relating to the Contract) and notwithstanding the aforementioned it shall always be liable to pay Well-SENSE one-hundred percent (100%) of the Contract price:
 - 14.2.1. in relation to Services, if the Customer gives notice under this Clause 14.2 to Well-SENSE less than five (5) days prior to Well-SENSE's personnel's planned departure date from the Customer designated heliport (as specified in the Contract) for travel to the Site to perform the Services;

- 14.2.2. in relation to the supply of Products (other than those which are specified as custom tools) and/or the provision of Rental Equipment if the Customer gives notice under this Clause 14.2 to Well-SENSE less five (5) days prior to the planned delivery date of the Products and/or Rental Equipment as set out in the Contract; and/or
- 14.2.3. in relation to any Product which is specified to be a custom tool and which is in process of manufacture at the time the Customer gives notice under this Clause 14.2.
- 14.3. Each of the Parties (each a **“Non-Defaulting Party”**) shall have the right to terminate the Contract forthwith at any time by notice in writing to the other Party (the **“Defaulting Party”**):
 - 14.3.1. if the Defaulting Party passes a resolution for winding up or a petition is presented for a winding up order to be made against it or a receiver, administrator or other similar officer is appointed over the undertaking or assets of the Defaulting Party or any part thereof or any distress or execution is levied against any such assets or if the Defaulting Party is unable to pay its debts as they fall due or ceases to or threatens to cease to carry on its business or a substantial part of its business;
 - 14.3.2. if the Defaulting Party commits a breach of the Contract which in the case of a breach capable of remedy shall not have been remedied within fourteen (14) days of the receipt of the notice identifying the breach and requiring its remedy; or
 - 14.3.3. if the Defaulting Party commit(s) any fraud or dishonesty or act(s) in any manner which, in the opinion of the Non-Defaulting Party brings or is likely to bring any member of the Non-Defaulting Party’s Group (Well-SENSE Group or Customer Group, as the case may be) into disrepute or is materially adverse to the interests of the Defaulting Party’s Group (Well-SENSE Group or Customer Group, as the case may be).
- 14.4. In the event of termination by Customer pursuant to Clause 14.3 or by Well-SENSE pursuant to Clause 14.1, Well-SENSE shall be entitled to payment for that part of the Services and/or rental of Rental Equipment properly performed in accordance with the Contract up to the date of termination and/or sale of Products provided such have been delivered to Customer at time of such termination (as case may be).
- 14.5. Termination of the Contract, for whatever reason, shall be without prejudice to any rights of either Party against the other Party which may have accrued up to the date of termination.

15. ASSIGNMENT AND SUBCONTRACTING

- 15.1. Neither Party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Contract without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 15.2. Well-SENSE is entitled to subcontract any part of the Services without the prior approval of the Customer.
- 15.3. No subcontract entered into pursuant to Clause 15.2 shall bind or purport to bind the Customer. Nevertheless, Well-SENSE shall ensure that any subcontractor to such subcontract shall be bound by and observe the provision of the Contract so far as they apply to such subcontract.
- 15.4. Well-SENSE shall be responsible for all work, acts, omissions and defaults of any subcontractor party to such subcontract entered into in accordance with Clause 15.2 as fully as if they were work, acts, omissions or defaults of Well-SENSE.

15.5. The Contract shall be binding upon the successors and permitted assigns of the Parties hereto and the name of the Party appearing herein shall be deemed to include the names of its successors and permitted assigns.

16. FORCE MAJEURE

16.1. Neither Party shall be in breach of the Contract to the extent that such Party is prevented from performing its obligations hereunder or thereunder by an event of Force Majeure provided that the Force Majeure event has been notified in accordance with this Clause 16.

16.2. If either Party is unable to perform its duties and obligations under the Contract as a direct result of a Force Majeure event, then the Party so affected shall notify the other without delay, specifying the cause of the Force Majeure, the obligation affected and likely duration and shall use all reasonable endeavours to remedy the situation. The operation of the Contract shall be suspended during the period (and only during the period) in which the Force Majeure event subsists.

16.3. Immediately upon the Force Majeure ceasing to exist, the Party relying upon it shall notify the other accordingly. If the Force Majeure event continues for a period of more than thirty (30) days, either Party may terminate the Contract upon providing notice to the other Party.

16.4. During any continuing Force Majeure event, Well-SENSE will be entitled to invoice the Customer for any Services performed prior to the Force Majeure event plus the applicable Day Rate in accordance with Clause 9.5. No relief of payment for Rental Equipment under the Contract shall apply during any periods of Force Majeure after the rental thereof has commenced.

17. TAXATION

17.1. Well-SENSE shall have full and exclusive liability for the payment of all taxes and contributions including, but not limited to, income tax, corporation taxes and taxes on capital gains, turnover and added value taxes, unemployment insurance, pensions, national insurance contributions, charges (and any interest or penalties thereon) and social security benefits, as assessed and imposed upon Well-SENSE and/or its personnel by any local and/or national government of the UK or any other country, and shall report and pay such taxes and contributions directly to the collecting authority.

17.2. Well-SENSE shall save, defend, indemnify and hold harmless the Customer Group from and against any and all Claims, levies, charges, contributions and taxes referred to in Clause 17.1 above arising as a result of or in connection with any such tax assessment or imposition both on its own behalf and on behalf of Well-SENSE's personnel in connection with the Contract.

17.3. If the Customer is required to pay any taxes of the type referred to in Clauses 17.1, whether with respect to Well-SENSE and/or Well-SENSE's personnel, the Customer may recover from Well-SENSE all such sums and all costs and reasonable expenses incurred by the Customer in connection therewith and the same shall be a debt due from Well-SENSE to the Customer and shall forthwith be recoverable.

17.4. Unless otherwise stated, The prices, rates and charges set forth in the Contract are completely net of any amounts in respect of any withholding taxes that may be applicable upon payments by Customer. If any withholding taxes are deemed to be applicable on settlements made by Customer to Well-SENSE, Customer agrees that it shall on its own accord gross-up the access fee or any other charges due under the Contract in a manner that net amounts received after such withholding yield back the prices and rates under the Contract. In such case, where required by law, the Customer may withhold the necessary tax at such rate as is required by any local and/or national government of the UK or any other country, and pay such withholding taxes directly to the appropriate government authority. In such case, the Customer shall provide a certificate to Well-SENSE evidencing such withholding. The Customer shall give Well-SENSE prior written notice of any such withholding as soon as reasonably possible after learning or being informed of its obligation to do so.

18. ANTI-BRIBERY AND ANTI-CORRUPTION

- 18.1. Well-SENSE shall at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (“**Bribery Act**”) (together the “**Relevant Requirements**”).
- 18.2. Well-SENSE shall have and maintain in place adequate procedures for the purposes of the Relevant Requirements and shall ensure compliance with the Relevant Requirements and shall enforce them.
- 18.3. Well-SENSE shall promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Well-SENSE or its personnel in connection with the performance of the Contract.

19. NOTICES

- 19.1. Unless otherwise stated herein, all notices given pursuant to the Contract shall be in writing and be sent by registered mail, fax, electronically (including email) or delivered by hand to the Parties at the addresses set out in the Contract or such other addresses as may be notified in writing from time to time. In the absence of the addresses being set out in the Contract, all notices hereunder should be marked for the attention of the relevant Party’s representative/contact identified in the quotation and/or Contract, addressed to the relevant Party’s registered address and/or sent to the e-mail address of the relevant Party’s representative/contact identified in the quotation and/or Contract.
- 19.2. Such notices shall be effective:
 - 19.2.1. if delivered by hand, at the time of delivery; or
 - 19.2.2. if sent by fax, on the first working day following the date of sending; or
 - 19.2.3. if sent by first class post, forty-eight (48) hours after the time of posting; or
 - 19.2.4. if sent electronically and confirmed by delivery receipt, on the first working day following the date of sending.

All such notices and documents shall be in the English language.

20. STATUS OF CUSTOMER (this clause shall only apply where the Customer is the Site operator for which the Services are required and where it has coventurers in its operations at such Site)

- 20.1.
 - 20.1.1. Well-SENSE agrees to look only to the Customer for the due performance of the Contract and nothing contained in the Contract will impose any liability upon, or entitle Well-SENSE to commence proceedings against, any coventurer of Customer;
 - 20.1.2. the Customer is entitled to enforce the Contract on behalf of all its coventurers as well as for itself. For that purpose the Customer may commence proceedings in its own name to enforce all obligations and liabilities of Well-SENSE and to make any claim which any other coventurer may have against Well-SENSE; and
 - 20.1.3. all losses, damages, costs (including legal costs) and expenses recoverable by the Customer pursuant to the Contract or otherwise shall include the losses, damages, costs (including legal costs) and expenses of the other coventurers of the Customer except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to the Customer or Well-SENSE under the Contract. For the avoidance of doubt any and all limitation of Well-SENSE’s liability set out in the Contract shall represent the aggregate cumulative limitation of the liability of Well-SENSE to the Customer and its coventurers.

21. SEVERANCE

21.1. Any provision hereunder which is or becomes illegal or unenforceable shall be severed from the Contract and shall not affect the validity of the remaining provisions thereof provided always that, if any such severance substantially affects or alters the commercial basis of the Contract, the Parties shall negotiate in good faith to amend and modify the provisions and terms of the Contract as may be necessary or desirable in the circumstances.

22. WAIVER

22.1. No failure or delay on the part of either Party hereto to exercise any right or remedy under the Contract shall constitute a waiver of such terms and conditions.

23. ENTIRE AGREEMENT

23.1. The Contract constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and/or agreements with respect to the subject matter hereof and thereof, whether written or oral.

24. SURVIVAL OF RIGHTS

- 24.1. Expiry of the Contract or its termination, howsoever arising, shall not affect or prejudice any terms of, or rights conferred by, the Contract which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination. Without prejudice to the generality of the foregoing such terms and rights shall include those provided under Clauses 10, 11, 12, 13, 17, 19, 26, 27, 28 and 29 hereof.

25. AMENDMENTS AND VARIATION

- 25.1. The Contract shall not be amended, modified, varied or supplemented except in writing and signed by the duly authorised representatives of the Parties.

26. THIRD PARTY RIGHTS

- 26.1. Subject to Clause 26.3, the Parties intend that no provision of the Contract shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (“**the Act**”) confer any benefit on, nor be enforceable by any person who is not a Party to the Contract.

- 26.2. For the purposes of this Clause 26, “**Third Party**” shall mean any member of Well-SENSE Group (other than Well-SENSE) or the Customer Group (other than the Customer).

- 26.3. Subject to the remaining provisions of the Contract, Clause 0 is intended to be enforceable by a Third Party by virtue of the Act.

- 26.4. Notwithstanding Clause 26.3 above, the Contract may be rescinded, amended or varied by the Parties to the Contract without notice to or the consent of any Third Party even if, as a result, that Third Party’s right to enforce a term of the Contract may be varied or extinguished.

- 26.5. The rights of any Third Party under Clause 26.3 above shall be subject to the following:

26.5.1. any claim, or reliance on any term of the Contract by a Third Party shall be notified in writing in accordance with the requirements of Clause 19 by such Third Party as soon as such Third Party becomes aware that an event is likely to give rise to such a claim and such notification shall contain the following information as a minimum:

26.5.2. details of the occurrence giving rise to the claim; and

26.5.3. the right relied upon by the Third Party under the Contract.

26.5.4. the Third Party’s written agreement to submit irrevocably to the jurisdiction of the English Courts in respect of all matters relating to such rights.

- 26.6. In enforcing any right to which it is entitled by virtue of the Act and the provisions of the Contract, the remedies of a Third Party shall be limited to damages.

- 26.7. A Third Party shall not be entitled to assign any benefit or right conferred on it under the Contract by virtue of the Act.

27. CHANGE OF CONTROL

- 27.1. The Customer shall notify Well-SENSE immediately upon any change in the ownership of more than fifty percent (50%) of the Customer's voting rights or in the Customer’s controlling interest during the term of the Contract. If the Customer fails to do so or Well-SENSE objects to the change, Well-SENSE may:

- 27.1.1. terminate the Contract; or
- 27.1.2. require the Customer to provide adequate assurance of performance (including but not limited to payment); or
- 27.1.3. require the Customer to put in place special controls regarding Well-SENSE Confidential Information.

Any failure by the Customer to comply with Well-SENSE's request under Clauses 27.1.2 or 27.1.3, shall entitle Well-SENSE to terminate the Contract.

- 27.2 Well-SENSE will be entitled to terminate the Contract, on notice to Customer, in the event of a change of ownership of more than fifty percent (50%) of Well-SENSE's voting rights or in the Well-SENSE's controlling interest during the term of the Contract.

28. DISPUTE RESOLUTION

- 28.1. Any dispute between Well-SENSE and the Customer in connection with or arising out of the Contract may be resolved by means of the following procedure:
 - 28.1.1. the dispute shall initially be referred to the Party's authorised representatives, who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement;
 - 28.1.2. if no agreement is reached under Clause 28.1.1 above the dispute shall be referred to the managing directors (or equivalent thereof) of the Parties.
- 28.2. In the absence of any agreement being reached on a particular dispute pursuant to Clause 28.1 either Party may take appropriate action in the Courts to resolve the dispute at any time. For the avoidance of doubt there shall be no obligation upon the Parties to follow the dispute resolution procedure described in Clause 28.1 prior to referring any dispute to the Courts for resolution.
- 28.3. Whilst any matter or matters are in dispute, Well-SENSE shall proceed with the execution and completion of the Contract (except to the extent of termination pursuant to Clause 14) and both Parties shall comply with all the provisions of the Contract.

29. GOVERNING LAW AND JURISDICTION

- 29.1. The Contract and any disputes or claims arising out of or in connection with its or their subject matter or formation (including non-contractual disputes) shall be governed by and construed and take effect in accordance with the laws of England and in respect of any dispute or claim that arises out of or in conjunction with the Contract or its subject matter or formation (including non-contractual disputes and claims) both Parties hereby submit to the exclusive jurisdiction of the courts of England.
- 29.2. Any process connected with proceedings in the English courts which relates to the Contract shall be deemed to have been validly served on a Party if it is received by that Party's representative at the address given pursuant to Clause 19.1.