

## EXHIBIT B: RENTAL TERMS OF BUSINESS

THESE TERMS OF BUSINESS CONTAINS WARRANTY DISCLAIMERS AND RELEASE AND INDEMNITY PROVISIONS, WHICH ABSOLVE ICONIC AS FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE. PLEASE READ THEM CAREFULLY.

### THESE RENTAL TERMS AND CONDITIONS

(the "Terms of Business") applies to the rental of the equipment and tools (collectively the "Rental Equipment") identified on the Price List and other ordering documentation (collectively the "Rental Schedule") by such Party identified as "Lessor" in such Rental Schedule (the "Lessor") to the customer identified on the Rental Schedule or other ordering documentation (the "Lessee"). Acceptance of Lessee's order is expressly limited to these terms and conditions, and the quotation, if any, and order acceptance issued by Lessor. All orders submitted by Lessee (each a "Rental Order") shall be deemed to be an offer by Lessee to rent the Rental Equipment subject to these Terms of Business. Notwithstanding any oral or written statement made by Lessee, Lessor's acceptance of Lessee's Rental Order does not in any way constitute acceptance of Lessee's terms and conditions, and Lessee's terms and conditions are not a part of this agreement unless an authorized official of Lessor expressly agrees in writing to accept such terms and conditions or any part thereof. No Rental Order shall be binding on Lessor until accepted by an authorized official of Lessor. Lessor is under no obligation to accept any Rental Order. Any quotation is valid for thirty (30) days, unless otherwise indicated on the quotation. All quotations are subject to change at any time. No agreement shall come into existence until Lessor issues a Rental Order Acceptance or ships the Rental Equipment to Lessee.

### 1. EQUIPMENT HIRE

Lessor hereby rents to Lessee the right to use and Lessee hereby rents and accepts the right to use the Rental Equipment listed on the Rental Schedule(s), subject to the terms and conditions hereof, as supplemented with respect to each item of Rental Equipment by the terms and conditions set forth in the appropriate Rental Schedule. These Terms of Business is effective from the date Lessor issues a Rental Order

Acceptance or delivers the Rental Equipment to Lessee, and shall continue until terminated.

### 2. DEFINITIONS

In addition to terms defined elsewhere in these Terms of Business, the following terms shall have the following meanings, unless the context otherwise requires:

"Affiliate" or "Affiliates" means (in relation to either Party) any Person directly or indirectly controlled by, controlling, or under common control with that Party, including any of the foregoing which becomes an Affiliate after the date of a Rental Order. "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. "Controlling" and "controlled" have correlative meanings.

"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 (a) the Parties' respective obligations under any Rental Order; (b) Lessor's performance and/or Lessee's use of Rental Equipment; (c) the health, safety and welfare of individuals working at or visiting any Work Site and/or (d) protection of the environment at any Work Site.

"Claim(s)" means all claims (including those for property damage, environmental damage, personal injury, illness, disease, maintenance, cure, loss of consortium, loss of support, or death), damages, liabilities (including contractual liabilities), losses, demands, liens, encumbrances, government imposed fines and/or penalties, causes of action of any kind

(including actions in rem or in personam), 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 any Rental Order, and expressly including any claims that may be brought by (or losses suffered by) spouses, heirs, survivors, legal representatives, successors or assigns.

"Delivery Date" means the date specified as Delivery Date on the Rental Schedule, as the date, which the Rental Equipment are to be ready for delivery to the Lessee at the Delivery Location.

"Delivery Location" means unless otherwise expressly agreed to by the Parties in the Rental Schedule, the Owner's premises in Rogaland, Norway.

"Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; (f) semiconductor chips, mask works and the like; and (g) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of,

these rights or forms of protection under any Applicable Laws of any jurisdiction throughout in any part of the world.

"Owner" means **ICONIC AS**, enterprise number: 992 944 862, a limited liability company duly incorporated and organised under the laws of Norway, having its registered address at: Forusbeen 222, NO-4313 Sandnes, Norway, which holds legal title and ownership to the Rental Equipment set out in the Rental Schedule.

"Person(s)" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority or any other entity.

"Price List" means the Lessor's list of prices for renting each item of the Rental Equipment as specified in the Rental Schedule.

"Rent" has the meaning set forth in Clause 3.1.

"Rental Equipment" means such equipment and tools that is identified on the Rental Schedule or in an Exhibit to such Rental Schedule.

"Rental Equipment Guidelines" has the meaning set forth in Clause 5.2.1.

"Rental Order Acceptance" means a written acceptance by the Lessor of a Rental Order issued in such form and with such content as determined by the Lessor in its sole discretion.

"Rental Period" means the period specified as Rental Period on the Rental Schedule.

"Rental Schedule" means the schedule to a Rental Order named Rental Schedule that identifies the Rental Equipment, the Rent and any other main commercial terms for the Rental Order and to which these Terms of Business is being attached as an Exhibit.

**"Risk Period"** has the meaning set forth in Clause 4.2.

**"Service(s)"** means the work and services furnished by Lessor to Lessee pursuant to a Rental Order. The term Services does not mean or include Rental Equipment or any development of new technology by Lessor to the benefit of Lessee, unless otherwise specifically agreed in a separate development agreement executed by the Parties, and in exchange for appropriate consideration. Neither Lessor nor Owner develops any technology for the other Party under these Terms of Business or any Rental Order.

**"Third Person"** means a Person other than the Lessor, the Owner, or the Lessee.

**"Third Person Products"** means any products not manufactured and/or designed by the Owner.

**"Trade Secret"** means any forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, which the Lessor and/or Owner has taken reasonable measures to keep secret and which is not generally known to the public.

**"Warranty Period"** means the earlier of (a) one (1) year from the Delivery Date of the Rental Equipment, or (b) as applicable, the date same are run or installed downhole below the rotary table.

**"Wild Well"** means a well from which the escape of oil or gas is not intended and cannot be controlled by equipment used in normal drilling practice.

**"Work"** means Services rendered and/or Rental Equipment provided by Lessor to Lessee pursuant to Rental Orders. As a result, terms such as "perform Work," "performance of the Work" or "Work performed" shall mean and include Lessor's performance of Services and/or furnishing of Rental Equipment to or for Lessee.

**"Work Site"** means the facility, site or location specified in a Rental Order to which the furnished Rental Equipment is going to be used.

### 3. RENT, PAYMENT AND SHIPMENT

#### 3.1 The Rent

**3.1.1** The rental charges for hiring the Rental Equipment (the **"Rent"**) is determined in the Rental Schedule.

**3.1.2** All amounts in the Rental Schedule are indicated exclusive of any value added and/or withholding taxes, and shall be paid free and clear of any deduction or withholding unless the deduction or withholding is required by Applicable Law. In the event any such deductions are required by Applicable Law, the amounts due to the relevant payee Party shall be automatically increased to the amounts which, after taking into account any withholding or deduction, provides an amount equal to the amount which would have been due to the relevant payee Party if no withholding or deduction had been required.

#### 3.2 Invoicing and Payment

**3.2.1** Lessor may issue a monthly invoice to Lessee for all Rental Equipment rented during the previous calendar month and Lessee shall pay all invoiced amounts due to Lessor by means of wire transfer to the bank account of the Lessor within thirty (30) days after receipt of the corresponding invoice.

**3.2.2** All payments under these Terms of Business shall be made in such currency as specified in the Rental Schedule.

**3.2.3** If payment of undisputed amounts is not timely received, or Lessor determines, in its reasonable discretion, that Lessee's financial condition or creditworthiness has become impaired, Lessor shall be entitled, at its option, to (a) require payment in advance for Rental Equipment yet to be shipped under any Rental Order, (b) reduce Lessee's payment terms under any Rental Order to net ten (10) days of the invoice date, (c) revoke any discounts available with respect to any Rental Order (including discounts granted with respect to Rental Equipment covered by any outstanding invoice), (d) require that Lessee furnish security with respect to its obligations under any Rental Order, and/or (e) immediately suspend its performance of any accompanying Work under

any Rental Order, or terminate any Rental Order, without penalty or liability, and Lessee shall Indemnify Lessor Group from and against any and all Claims resulting from or arising out of such suspension or termination. Lessee will pay all of Lessor's costs, including attorney's fees and court costs, incurred in connection with the collection of past due amounts.

**3.2.4** Upon request, Lessee shall provide a parent company guarantee, in a form acceptable to Lessor, prior to Lessor's shipment of any Rental Equipment for a Lessee Affiliate. If a parent company guarantee is required of Lessee, Lessor shall have no obligation prepare and/or ship any Rental Equipment for the Lessee's Affiliate unless and until Lessor receive same.

**3.2.5** Lessee shall notify the Lessor in writing of any dispute with any invoice (along with substantiating documentation) within ten (10) days from the date of the invoice. Lessee will be deemed to have accepted all invoices for which Lessor does not receive timely notice of disputes, and shall pay all undisputed amounts due under these invoices within the period set out in the relevant invoice. The Parties shall seek to resolve all disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Lessee shall continue performing its obligations under these Terms of Business during any dispute, including, without limitation, Lessee's obligation to pay all due and undisputed invoice amounts.

**3.2.6** Except for invoiced payments that Lessee has successfully disputed, Lessee shall pay interest on all late payments, calculated daily and compounded quarterly, at the higher of the rate of 5 % per month or the highest rate permissible under Applicable Law. Lessee shall also reimburse Lessor for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms of Business or at Applicable Law (which Lessor does not waive by the exercise of any rights under these Terms of Business), Lessor may (a) suspend the delivery of any Rental Equipment if Lessee fails to pay any undisputed amounts when due under the Rental Order and (b) terminate any Rental Order(s) under the terms of Clause 9.1.1 below.

#### 3.3 Shipment and freight costs

Lessee shall select the method of shipment and the carrier of the ordered Rental Equipment and is responsible for the transportation of the ordered Rental Equipment from the Delivery Location to the Work Site as specified in the Rental Order. The Lessee shall carry the costs of shipment of the ordered Rental Equipment from the Delivery Location to the Work Site unless otherwise agreed on a case-by-case basis.

#### 3.4 No Permanent Establishment

Lessor shall never be required to perform any Services under any Rental Order if the performance thereof would constitute the creation of a permanent establishment or otherwise subject the Lessor to any taxes or duties (or to the jurisdiction of any Taxing Authority) in any jurisdiction where the Lessor is not registered or authorized to do business (a **"Nonqualified Jurisdiction"**). The performance of any Services that would create such liability shall, at Lessor's sole discretion, (a) be assigned and/or subcontracted by the Lessor to an Affiliate that is so registered (if any) or (b) removed from the scope of Services to be provided by the Lessor under the applicable Rental Order, without any further liability to Lessee and without constituting a breach by Owner or the Lessor. Further, if an employee of Lessor becomes subject to payroll taxes, or the like, in a Nonqualified Jurisdiction, the Lessee shall be solely responsible for payment of the Lessor's share of such payroll taxes. The Lessee shall be solely responsible for any filing requirement(s) associated with and the remittance of the Lessor's share of the payroll (or similar) taxes to the appropriate Taxing Authority in a timely manner, and shall Indemnify Lessor (and if relevant Owner) against any Claims or liabilities resulting from Owner's and/or Lessor's failure to do so.

### 4. TITLE, RISK AND INSURANCE

#### 4.1 Title

The Rental Equipment shall at all times remain the property of the Owner, and the Lessee shall have no right, title or interest in or to the Rental Equipment (save the right to possession and use of the Rental Equipment subject to the terms and conditions of these Terms of Business).

## 4.2 Risk of Loss

The risk of loss, theft, damage or destruction of the Rental Equipment shall pass to the Lessee on Delivery Date. The Equipment shall remain at the sole risk of the Lessee during the Rental Period and any further term during which the Rental Equipment is in the possession, custody or control of the Lessee ("**Risk Period**") until such time as the Rental Equipment is redelivered to the Owner.

## 4.3 Insurance

**4.3.1** During the Rental Period and the Risk Period, the Lessee shall, at its own expense, obtain and maintain the following insurances: (a) insurance of the Rental Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Lessor may from time to time nominate in writing; (b) insurance for such amounts as a prudent owner or operator of the Rental Equipment would insure for, or such amount as the Lessor may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Rental Equipment; and (c) insurance against such other or further risks relating to the Rental Equipment as may be required by Applicable Law, together with such other insurance as the Lessor may from time to time consider reasonably necessary and advise to the Lessee.

**4.3.2** All insurance policies procured by the Lessee shall be endorsed to provide the Lessor with at least [twenty (20)] days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Lessor's request name the Lessor on the policies as a loss payee in relation to any claim relating to the Rental Equipment. The Lessee shall be responsible for paying any deductibles due on any claims under such insurance policies.

**4.3.3** The Lessee shall give immediate written notice to the Lessor in the event of any loss, accident or damage to the Rental Equipment arising out of or in connection with the Lessee's possession or use of the Rental Equipment.

**4.3.4** If the Lessee fails to effect or maintain any of the insurances required under this Agreement, the Lessor shall be entitled to effect and maintain the same, pay such premiums as

may be necessary for that purpose and recover the same as a debt due from the Lessee.

**4.3.5** The Lessee shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Lessor and proof of premium payment to the Lessor to confirm the insurance arrangements.

## 5. LESSEE'S RESPONSIBILITIES

### 5.1 Lessee's Inspection

Lessee shall conduct a thorough visual inspection of all Rental Equipment upon its arrival at the Work Site or any premises at which the Rental Equipment is located and shall promptly notify Lessor of any apparent defects or deficiencies therein or damages thereto. Lessee shall promptly, within 24 hours, of its first use of the Rental Equipment, notify Lessor and the Owner, in writing, if same is non-operational by reason of a latent defect not discoverable from a thorough visual inspection, or otherwise fails to satisfy the requirements of the Rental Order. If Lessee timely notifies the Lessor and the Owner that the Rental Equipment is damaged, defective, non-operational, or otherwise fails to satisfy the requirements of the Rental Order, the Lessor shall replace the Rental Equipment, at Lessor's expense, within 72 hours after its receipt of such notice, or as soon as reasonably practical under the circumstances.

### 5.2 Use and Control

**5.2.1** Lessee shall have and assume all responsibility for the care, custody and control of the Rental Equipment after delivery and until its return, and agrees to use and operate the Rental Equipment in a careful and prudent manner, using only competent and properly trained employees or subcontractors, and only in accordance with any written installation, maintenance and/or operating manuals, procedures or instructions applicable thereto (including any applicable Original Equipment Manufacturer ("**OEM**") specifications or warranty requirements) furnished by the Lessor on behalf of the Owner (collectively "**Rental Equipment Guidelines**") and the requirements of all Applicable Laws.

**5.2.2** Lessee shall not move the Rental Equipment from the Work Site specified in the Rental Order, sublease the Rental Equipment or allow any Third Person to operate such equipment without the prior written consent of

the Lessor. Lessee shall not modify the Rental Equipment without the Owner's prior written consent, and shall not change, alter or remove any insignia, serial number or lettering of or on the same, or affix any of its own markings or insignia thereto.

### 5.3 Safekeeping

The Lessee must ensure that the Rental Equipment is (a) stored safely and securely and is protected from theft, vandalism, seizure and damage or subject to adverse climatic or environmental conditions which may damage the Rental Equipment (i.e. corrosion, sea-salt and flooding); and (b) not exposed to any hazardous substance without the prior written consent of the Owner.

### 5.4 Right to access

The Lessee shall permit the Lessor and/or the Owner or any of their duly authorised representatives to inspect the Rental Equipment at all reasonable times and for such purpose to enter upon the Work Site or any premises at which the Rental Equipment is located, and shall grant reasonable access and facilities for such inspection.

### 5.5 Return of Rental Equipment

**5.5.1** At the end of the Rental Period, Lessee shall return the Rental Equipment to the Owner at Owner's Facility clean, and in the same condition as received (ordinary wear and tear excepted), and shall pay or reimburse the Owner for the costs of any inspections performed by the Owner or any Third Party engaged by the Owner for that purpose. Where Rental Equipment is returned in an uncleaned condition, the Owner and Lessor reserves the right to clean the Rental Equipment or cause it to be cleaned by a Third Person. Where applicable, all charges associated with the cleaning (and for the disposal of any waste resulting therefrom) shall be for the Lessee's account as follows: (a) removal of waste, debris or any other contamination of Rental Equipment, and (b) removal and disposal of waste (including oil base mud, heavy pipe scale, hazardous and/or oilfield waste and corrosive material) performed by Third Person shall be invoiced to Lessee at the Owner's invoiced cost, plus fifteen percent (15%). Rental Equipment which has been run downhole shall also be inspected and tested for the presence of Naturally Occurring Radioactive Material, including Technologically Enhanced Naturally Occurring Radioactive Material (collectively "**NORM**") upon its return and, if found to be

contaminated with NORM above the levels permissible under Applicable Law, Lessee shall, at its sole cost and expense, either (i) take direct responsibility for decontaminating the Rental Equipment, at its expense, at an appropriately licensed facility and for returning same to the Owner's Facility, or (ii) direct the Owner to have the Rental Equipment decontaminated at a licensed facility. For Rental Equipment decontaminated by the Owner, Lessee shall reimburse Owner and Lessor for all NORM decontamination charges incurred by Owner and/or Lessor, including transportation, plus fifteen percent (15%). In the absence of Applicable Law regulations defining permissible levels of NORM, the laws and regulations of the Kingdom of Norway relating thereto shall apply with respect to Rental Equipment used in Norway, the laws and regulations of the State of Texas shall apply with respect to Rental Equipment used in the United States of America and the laws and regulations of the Province of Alberta shall apply with respect to Rental Equipment used in Canada, and the Rental Equipment shall be decontaminated in accordance therewith. If no law is applicable, the Lessee shall follow the updated principles, guidelines and safety standards on radiation protection and waste management set out by the International Atomic Energy Agency (IAEA).

**5.5.2** Notwithstanding the provisions of Clauses 8.1.3 and 8.1.4 below, if the Rental Equipment is damaged or otherwise not returned in the same condition as received by Lessee (ordinary wear and tear excepted), Lessee shall pay Lessor the lesser of (a) all costs incurred by Lessor to restore the same to such condition, or (b) its replacement price (plus applicable taxes and shipping costs). Rental Equipment parts or components replaced shall be charged to Lessee at Lessor's Price Book price or the Owner's current list price, as applicable. Rental payments shall not apply to the cost of repair or replacement.

## 6. WARRANTY

### 6.1 Rental Equipment Warranties

Lessor warrants that all Rental Equipment shall, upon delivery to Lessee; (a) be clean and in good mechanical condition; (b) in compliance with the specifications specified or agreed in the relevant Rental Order when operated in accordance with the Rental Guidelines (as described in an Exhibit to the Rental Schedule); and (c) manufactured in accordance with good workmanship, industry standards,



governmental rules and regulations applicable in Norway.

## 6.2 Warranty Limitations

**6.2.1** The warranties set out in Clause 6.1 does not apply where the Rental Equipment: (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Lessor and/or Owner; (b) has been reconstructed, repaired or altered by Persons other than the Owner or its authorized representatives; (c) has been used with any Third Person Product, hardware or product that has not been previously approved in writing by the Owner; or (d) (or any component thereof) requiring replacement because of natural wear and tear; (e) design has been modified to specifications furnished by the Lessee.

**6.2.2** The warranties set out in Clause 6.1 do further not apply if the Lessee fails to implement any update, upgrade or adjustment to the operation and handling of the Rental Equipment (or any component thereof) recommended by the Owner and furnished to the Lessee without cost to Lessee.

## 6.3 No other Warranties

Neither the Lessor nor the Owner makes any other representations or warranties whatsoever with respect to Rental Equipment, hereby expressly disclaiming any and all other warranties, express or implied, including any warranty that the Rental Equipment will be merchantable or suitable for any particular use or purpose.

## 7. REMEDIES

### 7.1 Defective Rental Equipment

**7.1.1** Should the Rental Equipment fail at any time during the Rental Period, Lessee shall notify Lessor thereof and Lessor shall, within 72 hour of Lessor's receipt of Lessee's notice, or as soon as reasonably practical under the circumstances (at Lessor's sole discretion) (a) replace the defective Rental Equipment, (b) ship any necessary replacement parts/equipment and/or repair items ("**Replacement Parts**") to the Work Site where the Rental Equipment is located, and (c) dispatch a service engineer or equipment

technician ("**Service Technician**") to repair the Rental Equipment.

**7.1.2** Should the Rental Equipment's failure occur by reason of a latent defect or by virtue of normal wear and tear specific to the item of equipment and the customary use thereof, all costs and expenses for or relating to (a) the Replacement Parts necessary to repair same, and (b) the services of the Service Technician (including all travel costs to and from the Work Site) shall be borne by Lessor.

**7.1.3** Should the Rental Equipment's failure occur for any other reason, including Lessee Group's misuse of the Rental Equipment or failure to install, operate and maintain it in accordance with the Rental Equipment Guidelines, or damage by a Third Person, Lessee shall be charged as stated in the applicable Rental Order (or if not so stated, at Lessor's then current rates) for the Service Technician's time, plus the cost of transportation from and to the Lessor facility from which he/she was dispatched, along with associated expenses for meals and lodging, or invoiced directly by the Owner's manufacturer or designated repair facility, as applicable.

**7.1.4** Insofar as the Rental Equipment comprises or contains equipment or components, which were not manufactured or produced by the Lessor, the Lessee shall be entitled only to such warranty or other benefit as the Lessor has received from the manufacturer.

**7.1.5** If Lessor fails to remedy any material defect in the Rental Equipment as far as it is obliged to under this Clause 7.1, Lessor shall, at the Lessee's request, accept the return of the Rental Equipment and make an appropriate reduction to the Rent payable during the remaining Rental Period and, if relevant, return any deposit (or any part of it).

**7.1.6** This Clause 7.1 sets forth the Lessor's entire liability for any breach of any warranty in relation to the Rental Equipment.

### 7.2 Default by Lessee

Should Lessee fail to timely pay Rent or other amounts due to Lessor with respect to Rental Equipment, or to otherwise comply with its obligations with respect to the Rental Equipment, the Lessor or its authorized representative shall have the right to enter upon

the Lessee's premises or Work Site to take possession of the Rental Equipment, with or without judicial process, after first making written demand upon Lessee and providing Lessee ten (10) days to cure. Lessee hereby waives any and all damages occasioned by such taking of possession. Lessor's taking of possession of the Rental Equipment shall not constitute a termination of the Rental Order under which the Rental Equipment was furnished, and shall not relieve Lessee of its obligations under the provisions of Clause 5.5 above.

## 7.3 Cancellation of Rental Orders

If Lessee cancels a Rental Order prior to commencement of the Rental Period, it shall nonetheless pay or reimburse Lessor for all testing, inspection and/or other make-ready costs incurred by Lessor prior to its receipt of Lessee's notice of cancellation. If Lessee cancels a Rental Order prior to the end of the Rental Period, it shall remain liable for its obligations under the provisions of Clause 5.5 above and for paying Rent in accordance with the applicable Rental Order.

## 8. INDEMNITIES AND LIMITATIONS

### 8.1 Indemnification

**8.1.1** LESSEE SHALL BE LIABLE FOR, AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR REPRESENTATIVES ("**LESSOR GROUP**") FROM AND AGAINST ANY AND ALL CLAIMS WHICH ARISE OUT OF THE PERFORMANCE OF THE RENTAL AGREEMENT TO THE FOLLOWING: (A) LOSS OF OR DAMAGE TO ANY WELL OR HOLE OR ANY LESSEE OR THIRD PARTY OIL AND GAS PRODUCTION FACILITIES; (B) RESERVOIR SEEPAGE OR POLLUTION ORIGINATING UNDERGROUND OR FROM THE PROPERTY OF LESSEE OR ANY THIRD PERSON HOWSOEVER, (C) BLOW-OUT, FIRE, EXPLOSION, CRATERING OR ANY WELL OR RESERVOIR OR ANY OTHER UNCONTROLLED WELL CONDITION (INCLUDING THE COSTS TO CONTROL A WILD WELL AND THE REMOVAL OF DEBRIS); (D) DAMAGE TO OR ESCAPE OF PRODUCT, OR SUBSTANCE FROM ANY FACILITY, INCLUDING ANY PIPELINE OR OTHER SUBSURFACE FACILITY; AND/OR (E) BODILY INJURY, PROPERTY DAMAGE

AND ANY RELATED DAMAGES TO LESSEE OR THIRD PERSONS. IT IS THE EXPRESS INTENTION OF BOTH LESSEE AND LESSOR THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY LESSEE TO INDEMNIFY AND PROTECT LESSOR GROUP FROM THE CONSEQUENCES OF LESSOR GROUP'S OWN NEGLIGENCE, FAULT OR STRICT LIABILITY, WHETHER THAT NEGLIGENCE, FAULT OR STRICT LIABILITY IS THE SOLE, JOINT OR CONCURRING CAUSE OF A CLAIM, LOSS OR EXPENSE (BUT EXPRESSLY EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR GROUP).

**8.1.2** Subject to the terms and conditions set out in Clause 8.1.6, the Parties shall (unless otherwise set out in Clause 8.1.1 above) be liable for any direct net losses, damages, liabilities, deficiencies, Claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "**Losses**") resulting from a breach of contract in accordance with these Terms of Business.

**8.1.3** Except as otherwise provided in these Terms of Business, each Party (the "**Indemnifying Party**") shall be liable for, and hereby agrees to release, defend, indemnify and hold the other Party, its subsidiary and Affiliated or related companies, and each of its and their Representatives (the "**Indemnified Party**") harmless from and against any and all Claims for personal or bodily injury to, sickness disease or death of any member of the Indemnifying Party, and any and all Claims for damage to or loss or destruction of any real or personal property owned by or belonging to any member of the Indemnifying Party, REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF WARRANTY, BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF THE INDEMNIFIED PARTY, OR ANY OTHER PERSON, PARTY OR ENTITY EXCEPT FOR GROSS NEGLIGENCE OR WILFULL MISCONDUCT.

**8.1.4** Except as otherwise provided in these Terms of Business, each Party (as indemnitor) shall be liable for, and hereby agrees to release, defend, indemnify and hold the other Party (as indemnitee), its subsidiary and Affiliated or related companies, and each of its and their respective Representatives harmless from and against any and all Claims brought by or in favour of any Third Person for damage to or loss or destruction of any real or personal property and for personal or bodily injury, sickness, disease or death but only TO THE EXTENT ARISING OUT OF THE NEGLIGENCE OF THE INDEMNIFYING PARTY (OR THAT OF ITS PERSONNEL).

**8.1.5** The indemnities granted in accordance with Clauses 8.1.3 and 8.1.4 shall be limited to activities performed between the Parties under these Terms of Business.

**8.1.6** Notwithstanding anything to the contrary in these Terms of Business, no Indemnifying Party is obligated to indemnify or defend an Indemnified Party against any Claim (whether direct or indirect) if the Claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's or its Personnel's: (a) gross negligence or more culpable act or omission (including recklessness or wilful misconduct); (b) bad faith failure to materially comply with any of its material obligations set out in these Terms of Business; or (c) use of the Rental Equipment in any manner that does not materially conform with the then-current usage instructions/ guidelines/ specifications provided by the Owner and/or Lessor.

## 8.2 Limitations

**8.2.1** LESSEE AGREES THAT REGARDLESS OF THE CLAIM OR OTHER FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT BY LESSEE AGAINST THE LESSOR GROUP THAT NEITHER LESSOR OR ANY MEMBER OF THE LESSOR GROUP SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOST TIME, FISHING COSTS, REVENUE, PROMOTIONAL EXPENSES, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS ARISING OUT OF OR RELATED TO THE RENTAL EQUIPMENT OR THESE TERMS OF BUSINESS, AND LESSEE HEREBY WAIVES ANY CLAIM FOR ANY SUCH EXCLUDED FORM OF DAMAGES.

**8.2.2** In no event shall Lessor's aggregate liability arising out of or related to these Terms of Business, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid and amounts accrued but not yet paid to Lessor under these Terms of Business preceding the event giving rise to the Claim or three million United States Dollars (US\$ 1,000,000), whichever is less, REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF WARRANTY, BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF THE INDEMNIFIED PARTY EXCEPT FOR GROSS NEGLIGENCE OR WILFULL MISCONDUCT.

## 9. TERMINATION

### 9.1 Termination

**9.1.1** Either Party may terminate a Rental Order with 10 days' notice by serving a written notice to the other Party if (a) the other Party breaches the Terms of Business and fails to remedy within 10 days of notification; or (b) the other Party goes into liquidation, whether compulsory or voluntary (except for a bona-fide reconstruction or amalgamation); or (c) the other Party has an administrator or receiver or receiver and manager appointed over any part of its assets or undertaking; or (d) the other Party becomes bankrupt or insolvent or is unable to pay its debts or admits its inability to pay its debts as they fall due or enters into any composition or arrangement with its creditors or makes a general assignment for the benefit of its creditors.

**9.1.2** Lessor may also terminate any Rental Order at any time for convenience by giving the Lessee at least 24 hours' notice in writing.

**9.1.3** The right of termination is in addition to any other rights under these Terms of Business.

### 9.2 Consequences of Termination

**9.2.1** Upon termination of a Rental Order, however caused: (a) the Lessor's consent to the Lessee's possession of the Rental Equipment shall terminate and the Lessor may, by its authorised representatives, without notice and at the Lessee's expense, retake possession of the Rental Equipment and for this purpose may enter the Work Site or any premises at which

the Rental Equipment is located; and (b) without prejudice to any other rights or remedies of the Lessor, the Lessee shall pay to the Lessor on demand: (i) all Rent and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 3.2.3;; (ii) any costs and expenses incurred by the Lessor in recovering the Rental Equipment and/or in collecting any sums due under these Terms of Business and the relevant Rental Order (including any storage, insurance, repair, transport, legal and remarketing costs). Lessee hereby expressly provides Lessor consent to enter any Work Site or premises to recover the Rental Equipment.

**9.2.2** Upon termination of any Rental Order pursuant to Clause 9.1.1, any other repudiation of these Terms of Business by the Lessee which is accepted by the Lessor, without prejudice to any other rights or remedies of the Lessor, the Lessee shall pay to the Lessor on demand a sum equal to the Rent that would (but for the termination) have been payable if the Rental Order had continued from the date of such demand to the end of the Rental Period.

**9.2.3** Termination or expiry of a Rental Order or these Terms of Business shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms of Business which existed at or before the date of such termination or expiry.

## 10. MISCELLANEOUS

### 10.1 Confidentiality

Except as otherwise provided in these Terms of Business, Lessee agrees that any and all information associated with the Rental Equipment (including but not limited to Lessor's and Owner's technical data), Lessor or its affiliates that is not otherwise publicly available ("Confidential Information") that is disclosed to or received by Lessee (a) shall be treated as Lessor's confidential, proprietary, and trade secret information (with Lessor reserving all rights to its Confidential Information); (b) shall be held by Lessee in strict confidence, (c) shall be used by Lessee only for purposes of these Terms of Business, and (d) that no Confidential Information, including without limitation the provisions of these Terms of Business, shall be disclosed by Lessee without the prior written consent of Lessor. Lessee shall safeguard

Confidential Information with at least the same degree of care (which shall always be at least a reasonable amount of care) that it uses to safeguard its own confidential, proprietary, and trade secret information.

### 10.2 Intellectual Property Rights

**10.2.1** The Parties hereby agree as follows: (a) Any and all Owner's Intellectual Property Rights are the sole and exclusive property of the Owner or its licensors; (b) Lessee shall not acquire any ownership interest in any of Owner's Intellectual Property Rights under these Terms of Business or any accompanying Rental Order; (c) any goodwill derived from the use by Lessee of the Owner's Intellectual Property Rights inures to the benefit of Owner or its licensors, as the case may be; (d) while performing any obligations under these Terms of Business or any Rental Order on behalf of the Lessor, including (if relevant) any obligations related to provide any form of Work (as agreed on a case by case basis), the Owner may develop additional expertise, knowhow, inventions, ideas, designs, methods, or processes, which are improvements to such intellectual property rights of Owner, and Owner shall have sole ownership to any such intellectual property rights so created; (e) if Lessee acquires any Intellectual Property Rights in or relating to any technology, process method or product, (including any Rental Equipment) rented under these Terms of Business (including any rights in any trademarks, derivative works or patent improvements relating thereto), by operation of Applicable Law, or otherwise, these rights are deemed and are hereby irrevocably assigned to Owner or its licensors, as the case may be, without further action by either Party; (f) Lessee shall use Owner's Intellectual Property Rights solely for the purposes of performing its obligations under these Terms of Business and only in accordance with these Terms of Business and the instructions of the Owner;

**10.2.2** Lessee or others Affiliates of the Lessee, for example any Affiliated company, person, end-user, customer, customer of Lessee, shall not, nor shall have any Person at its requests on behalf, analyse, reverse engineer, decode, decompile, disassemble or test Owner's and/or Lessor's software, hardware, products, equipment or other property to determine their formulas, ingredients, source code, components or other distinctions.

**10.2.3** Lessee shall make its best effort to ensure that any its customers does not infringe any of the Owner's Intellectual Property Right as set forth in this Clause 10.2.

### 10.3 Assignment and other dealings

**10.3.1** Lessor may assign any Rental Order (or any rights and interests thereunder) to an Affiliate, but shall not assign any Rental Order to any Third Person without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned, or delayed.

**10.3.2** Lessee may not assign any Rental Order (or any rights and interests thereunder) without the prior written consent of Lessor.

**10.3.3** Subject to the foregoing, each Rental Order shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

### 10.4 Force Majeure

**10.4.1** Neither Party shall be considered in breach of any Rental Order or the requirements of these Terms of Business (excluding the obligation of Lessee to pay Lessor for the Work) if prevented from performing due to a Force Majeure Event. The term **"Force Majeure Event"** means any act or event that renders it wholly or partially impossible for the affected Party to perform its obligations under these Terms of Business or any Rental Order or delays such affected Party's ability to do so, when such act or event (a) is beyond the reasonable control of the affected Party, (b) is not due to the fault or negligence of the affected Party, and (c) could not have been avoided by the affected Party by the exercise of reasonable diligence.

**10.4.2** Should a Force Majeure Event delay Lessor's performance of Work under an affected Rental Order by more than thirty (30) days, and cannot be accommodated by adjustment to the schedule of the Work, either Party may terminate the affected Rental Order by giving five (5) days written notice to the other Party. In the event of such termination, Lessor shall be paid or reimbursed for (a) all Work performed prior to the date of termination and (b) any other reasonable costs incurred as a result of such termination (including Lessor's standard personnel and equipment stand-by charges, demobilisation costs, and any early vendor termination expenses incurred). If the Force Majeure Event affects only a portion of

the Work and Lessee should elect to terminate the Rental Order, then Lessee shall pay the early termination fee specified in the Rental Order (if any) or as agreed between the Parties. Subject to the foregoing and/or any other compensation or reimbursement provided for in the applicable Rental Order, each Party shall otherwise bear its own costs for the Force Majeure Event.

### 10.5 Severability

If any term, clause or provision hereof is held invalid or unenforceable under Applicable Law by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from these Terms of Business. If any provision of these Terms of Business is held to be void or contrary to Applicable Law, such provision shall be construed as nearly as possible to reflect the intention of the Parties, with the other provisions remaining in full force and effect.

### 10.6 Waiver of Sovereign Immunity

IF LESSEE 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 LESSEE 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 ANY STATUTE, LAW, RULE OR REGULATION OF ANY COUNTRY OR SOVEREIGN.

### 10.7 Entire Agreement

These Terms of Business, including all related exhibits, schedules, attachments and appendices, constitutes the Parties' sole and entire agreement regarding the Rental Equipment set out in the Rental Schedule, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding this subject matter.

### 10.8 Further Assurance

On Lessor's reasonable request, Lessee shall, at its sole cost and expense, execute and deliver all further documents and instruments, and take all further acts, reasonably necessary to give full effect to these Terms of Business.

### 10.9 Counterparts

These Terms of Business may be executed in counterparts and attached to any Rental Order, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

## 11. GOVERNING LAW AND ARBITRATION

### 11.1 Governing Law

These Terms of Business and any non-contractual obligations arising out of or in connection with it shall be governed by, construed and take effect in accordance with Norwegian law.

### 11.2 Arbitration

**11.2.1** All Disputes which are unresolved pursuant to negotiations above and which a Party wishes to have resolved shall be referred upon the application of any Party to, and finally settled by, arbitration in accordance with the provisions of the Norwegian Code of Arbitration of 14 May 2004 (the **"Rules"**) as in force at the date of these Terms of Business and as modified by this Clause, which Rules are deemed incorporated into this Clause.

**11.2.2** The arbitration tribunal (the **"Tribunal"**) shall be composed of three (3) arbitrators, one of whom shall be nominated by the Lessor, one by the Lessee and the third of whom, who shall act as chairman, shall be nominated by the two Party nominated arbitrators. The chairman shall be a jurist with substantial experience in commercial matters.

**11.2.3** If either Party fails to appoint an arbitrator within thirty days of receiving notice of the appointment of an arbitrator by the other Party, such arbitrator shall at the request of that Party be appointed by the president of Oslo District Court.

**11.2.4** The seat of Tribunal shall be in Oslo, Norway and the language of the arbitration shall be English. The arbitrators shall apply Norwegian conflicts of law rules, including Regulation (EC) No. 593/2008 of the 17 June 2008 (Rome I) or Norwegian law conflicts of laws rules, as applicable.

**11.2.5** The Tribunal shall hold a hearing, relating to substantive issues unless the Parties agree otherwise in writing.

**11.2.6** Any service from the Tribunal shall be considered carried out as the forwarding has reached the receiver. When entering into these Terms of Business, the Parties shall state to each other the address which shall be used as the respective Party's address with respect to any service from the other Party/Parties and from the Tribunal connected to the arbitration.

**11.2.7** Arbitration is deemed to be commenced when a request for arbitration has been sent by the Party requesting arbitration. To the extent permitted, both the arbitral proceedings and the arbitration award shall be subject to a duty of confidentiality and the Parties shall conclude a separate agreement to confirm the confidentiality upon commencement of the arbitration.

**11.2.8** The Tribunal shall have the power to grant any legal or equitable remedy or relief available under the applicable law, including injunctive relief (where interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.