



Following are the Data Terms and Conditions for the licensing of NORSOK content and by accessing the Products Client accepts and agrees to be bound by these terms.

1. DEFINITIONS.

1.1 "Agreement" means these Data Terms and Conditions, the incorporated Exhibit, and the applicable Order Forms.

1.2 "Client Information" means any confidential or proprietary information or data provided by Client to IHS to enable IHS to perform its obligations under the Agreement.

1.3 "Confidential Information" means: (a) IHS Property; (b) Client Information; (c) the terms of the Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

1.4 "Documentation" means the material, user guides, and manuals provided by IHS to Client for use with a Product.

1.5 "Exhibit" means the Exhibit which contains the terms or conditions specific to the Products.

1.6 "Expenses" means the reasonable and documented expenses incurred by IHS to provide Products to Client.

1.7 "Fees" means the money owed to IHS for Products or provided in the Order Form. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Client.

1.8 "IHS Property" means: (a) the business process, management and analytics technologies of IHS, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, and Products, and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.9 "Order Form" means the document executed by both Parties describing the Product(s) being licensed, the license term, Fees, Expenses, and any special terms or conditions.

1.10 "Product(s)" means all information provided by IHS and/or its third party providers to Client under an Order Form which may be accessed electronically or delivered/received in physical format. Products may include any web tools, search engines, or software provided by IHS that can be used by Client when accessing Products which Client agrees to use only for purpose of accessing the Products and subject to the restrictions as set forth herein. IHS reserves the right to replace or make any change to the Product(s) by providing at least 45 days prior written notice to the Client.

1.11 "Taxes" means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of IHS. Client must submit applicable documentation to receive tax exempt status.

2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 IHS will invoice Client for all Fees and Expenses due under any Order Form. Client will pay IHS the Fees and Expenses in advance, within 30 days from date of invoice issued by IHS and in the currency specified in the Order Form. Fees for Products are nonrefundable. IHS may: (a) accrue interest at the lesser of 1% per month or the highest rate permitted in law, and/or (b) discontinue the provision of Products if payment is not received when due. Client has no right of set-off.

2.2 Unless otherwise agreed in the Order Form, IHS reserves the right to modify the Fees after the initial 12 month subscription period by providing at least 45 days prior written notice to the Client; provided such change will occur no more than once in any 12 month period.

2.3 Delivery of Products is deemed to occur and risk of loss passes upon delivery or when IHS provides access codes to Client that allow Client to access or to take immediate possession of Product.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 IHS or its third party providers or the Copyright Holder owns all IHS Property, and Client owns all Client Information. Client may provide suggestions/feedback which IHS may use without any obligation to Client so long as such suggestions/feedback do not include Client Information.

3.2 Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.

4. CONFIDENTIAL INFORMATION.

Where either party ("Discloser") provides the other ("Recipient") with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorized/provided in the Agreement without the prior written consent of the other. Confidential Information shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or by any recognized stock exchange, (iii) that is obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by the parties by means other than through its access to the Confidential Information. Upon any expiration or termination of this Agreement or Order Form, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement or Order Form as applicable.

5. LIMITATION OF LIABILITY.

5.1 NEITHER IHS, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING: (a) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (b) LOSS OF DATA OR INFORMATION; (c) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (d) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

5.2 The maximum liability of IHS, its third party providers, and/or the Client to the other Party for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed the Fees paid by Client in the prior 12 months for the defective Products that are the subject of the claim.

6. TERM AND TERMINATION.

6.1 The term of a Product license will be set forth in the applicable Order Form, and will automatically renew for additional one-year terms unless terminated as provided in Section 6.2 of this Agreement. The term of this Agreement shall continue until terminated by either party upon written notice to the other party once all Order Forms have terminated.

6.2 Either Party may terminate this Agreement, or an Order Form if: (a) the Party gives written notice to the other Party of its election to terminate at least 30 days before the end of the initial term or renewal term of the Order Form; (b) IHS no longer has the necessary right from any third party to license or distribute the Product; (c) the other Party commits a breach of any material term or condition of this Agreement and does not cure such breach within 30 days of written notice; or (d) the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

6.3 Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products. Upon the termination of this Agreement, or any Order Form; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

6.4 Upon any expiration or other termination of an Order Form, all licenses granted under same immediately will terminate. All terms and conditions of the Agreement will continue to apply to any Order Forms that have not been so terminated.

6.5 Effect of Term or Termination. Unless otherwise provided in the Agreement, Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Client represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from IHS provide written certification to IHS that Client has complied with this paragraph.

7. ANTI-CORRUPTION AND EXPORT CONTROL.

Both parties shall (i) comply with all applicable laws of the United States and other jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement and (ii) comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Products provided by IHS under this Agreement. Failure to comply with all applicable anti-corruption or export laws will be deemed a material breach of the Agreement. Client does not have the right to export or re-export the Product or parts thereof, associated information or technology in contravention of current US, EU, Norwegian and other applicable export laws.

8. MISCELLANEOUS.

8.1 General. These terms and conditions together with the applicable Order Form sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter of the Agreement. Nothing contained in any Client-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will modify or add any additional terms or conditions to this Agreement. Such document(s) is for Client's administrative purposes only, and not binding on either party, even if acknowledged, executed, or processed on request of Client. A

modification of this Agreement will only be valid if executed by both parties. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations hereunder except for payment for any Fees if such delay or failure result from events, circumstances or causes beyond its reasonable control. IHS may subcontract any or all of its obligations under this Agreement to subcontractors of its choosing. Client agrees that IHS affiliates are not deemed subcontractors for purposes of this section. This Agreement is binding on the Parties, their successors, and assigns. The Agreement will be construed under the laws of the State of New York each Party hereby submits to the exclusive jurisdiction of New York courts. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision of the Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. All notices required under the terms and conditions must be in writing and delivered by commercially established courier service, facsimile with written confirmation of delivery; email with written confirmation of delivery, or via certified mail, return receipt requested, to the addresses specified in the Order Form. Any legal notices must also be copied to "Attention: IHS Legal Department, General Counsel." Any cause of action arising under this Agreement shall be asserted within two (2) years of the date upon which such cause of action accrued, or the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time. The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties. The terms and conditions of the Agreement (including Section(s) 4 and 5) will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

8.2 Execution. Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver the Order Form. Each Party consents to the other Party's use of electronic signatures on the Order form. Neither party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

EXHIBIT FOR NORSOK DATA PRODUCTS

1. LICENSE TYPES AND DEFINITIONS

1.1 "Authorized User(s)" means employees of Client who must access a Product solely to help Client use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorized Users and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Product.

1.2 "Enterprise-Wide License" means a type of license that unless otherwise specified in the Order Form, grants Client the right to allow an unlimited number of Authorized Users to access the Product throughout Client's locations. An Enterprise-Wide License does not include Client affiliates, unless the Order Form specifically extends the Enterprise-Wide License to Client affiliates.

1.3 "Site License" means a type of license that only allows Client to access the Product from the location(s) listed in the Order Form. Proxy or community access from locations not listed in the Order Form is strictly prohibited.

1.4 "Internal Use" means that Authorized Users may use the Product only for Client's internal business purposes. Except as otherwise specified on an Order Form, Products are not licensed for external use.

2. AUTHORIZED USE

Conditional on payment of the agreed License Fees and compliance with the terms and conditions stated in this Exhibit Client is provided with a non-exclusive, non-transferable right of use to the product(s) ("The Product") that is/are the subject of the Agreement.

2.1 License Grant.

IHS grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, nonpublicable, and revocable (solely

Fast Track Agreement for Provision of Data Products - (US) Oct. 24, 2014 (executable)
Fast Track Agreement for Provision of NORSOK Data Products final 01Dec2015

to extent provided in Section 6, of the Agreement). Client may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license grant, including: (a) the license type (e.g. Enterprise-Wide, or Site), (b) the license term (e.g. term/subscription), and (c) the Product(s) being licensed.

2.2 Use of the Product. Client may use the Product for Client's Internal Use only. Nothing in this section will operate so as to vest in Client any proprietary rights in any Products or portions of Work in any way derived from Products.

2.3 Client has the right to use the content of the Product delivered under this Agreement regardless of the format in which the Product is delivered. Client does not have the right to copy, store, or distribute the Product, or to adapt, modify, translate, compile, hire out or lease out, publish, sell or sub-license or in any other way transfer the Product in part or in its entirety to a third party. Neither may Client remove or change any information on intellectual or property rights that are on the Product, or remove the water mark that indicates who has the right to use the content of the product.

2.4 Protection of Intellectual Property. Client agrees to take commercially reasonable actions on a day to day basis to assist IHS in the protection of its and its third party providers' intellectual property. Client will provide the IHS with the information necessary to supply the Product, including - for verification purposes - Client's name and address, and the name and email address of Client's contact.

3. WARRANTIES.

3.1. IHS Data Products. Any Product provided by IHS under this Exhibit is provided "AS IS." Product(s) are compiled from materials furnished to or obtained by IHS from outside sources. IHS does not warrant the completeness or accuracy of the information, that Client's use of Product(s) will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Client's requirements.

3.2 Disclaimer. IHS AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

4. AUDIT.

Upon reasonable notice by IHS to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and 1 year thereafter, IHS may audit relevant records (e.g. records related to Client's use of Products) at Client's location during normal business hours to enable IHS to ensure Client's compliance with the Agreement.

5. SECURITY MEASURES.

5.1 IHS reserves the right to employ security measures to monitor usage of the Products to ensure Client's compliance with the Agreement

so long as these security measures are not prohibited by law. Any attempt to circumvent such access restrictions or IHS security measures will be considered a material breach of this Exhibit.

5.2 For certain Products, IHS will issue to Client a password to access the Products, which Client acknowledges is only for Client's and its Authorized Users' use and may not be shared with anyone else. Client is solely responsible for all use, authorized or unauthorized, of Products (including use by Authorized Users). Client must notify IHS immediately of any unauthorized use of Products and/or passwords.

6. ENABLING SOFTWARE.

If the Products licensed under this Exhibit are provided along with any web tool, search engine or software in order to access the Products ("Enabling Software"), Client agrees to use the Enabling Software only for purpose of accessing the Products and subject to the restrictions as set forth herein.

7. PHYSICAL DELIVERY.

Products which are shipped physically shall be delivered within an estimated and reasonable timeframe and time is not of the essence. IHS shall not be liable for any delay in the delivery of Products that are shipped physically. Unless otherwise agreed by the parties, packing and carriage charges are not included in the Fees for Products which are shipped physically and will be charged separately.

End of Agreement