TERMS AND CONDITIONS OF THE ROSEN GROUP FOR THE PROVISION OF INTEGRITY MANAGEMENT SUPPORT

Unless otherwise agreed upon, contracts with ROSEN shall be concluded subject to the following provisions. When placing an order, Company thereby accepts the following Terms and Conditions. Conflicted or deviated terms and conditions of the Company shall not be binding to ROSEN. In the event that the clauses and/or content of the Contract between Company and ROSEN conflict with these Terms and Conditions, the contractual provisions shall have precedence over these Terms and Conditions.

It is the Company's obligation to ensure that the Services of ROSEN can be rendered smoothly and without delay. Any information, drawings, etc. required for performance of the Services of ROSEN must be made available by Company in due time for performance of the Services and delivery of the Results on a timely basis.

1 DEFINITIONS

In these Terms and Conditions, the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise. All personal pronouns used herein and in the Contract Documents, whether used in the masculine, feminine, or neuter gender, will include all other genders; the singular will include the plural, and vice versa. Titles and headings used herein are intended for convenience and easier reference only and shall not be considered in interpreting thereof.

1.1 Acceptance shall mean
(i) written acceptance of the Proposal by the Company; or

(ii) if the Company adds any amendments to the Proposal, the written acceptance of such amendments by ROSEN; or

(iii) if the Parties execute a separate Contract, upon execution of the same by both Parties.

1.2 Affiliate shall mean, with respect to any Party, any other Person which is affiliated with such Party, and for the purposes hereof:

(i) two Persons will be considered to be affiliated with one another if one of them controls the other, or if both of them are controlled by a common third party, and

(ii) one Person will be considered to control another Person if it has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by virtue of the ownership of shares or other equity interests, the holding of voting rights or contractual rights, or otherwise.

1.3 Amendments shall mean any permitted amendments signed by both Parties to any of the Contract Documents.

1.4 Company shall mean the Company and/or organization, which has entered into a contract with ROSEN for the provision of the services pursuant to these terms.

1.5 Confidential Information shall mean any and all information in the broadest sense in whatever form or medium, (including but not limited to documentary, electronic or oral information), which is disclosed by or relates to either Party and is received or obtained by the other Party in connection with these Terms and Conditions or otherwise. Such information includes, but is not limited to, all information which relates to past, present, and future research, development and business activities of either Party, and the systems, procedures, algorithms, and data (including those contained in either Party's electronic databases) which are related to these activities, information related to the operations, planning, control, design and marketing of the relevant Party's business interests and products, any information which affects publicly held securities, and any other information about its business affairs which the relevant Party deems to be confidential or proprietary. With respect to ROSEN the term "Confidential Information" shall also include confidential information of any and all of ROSEN's affiliates.

1.6 Contract shall mean the entire service agreement between Company and ROSEN, as evidenced by the Contract Documents.

1.7 Contract Documents shall mean the Contract, the scope of services, these Terms and Conditions, (if applicable) the tender and tender documents, the purchase order, the appendices referred to in each of the documents, if any, the confidentiality letter and any amendments executed after the effective date of the agreement. In the event of any inconsistency between any of the Contract Documents, they shall take precedence in the following order:

- Contract with its appendices
- Software License Agreement
- Software Warranty and Maintenance Agreement
- Acceptance with specific agreed terms between the Parties
- Purchase Order
- Proposal
- These Terms and Conditions of ROSEN Group
- Tender Documents
- Request for a Tender

None of the documents above mentioned shall be used by the Company for any purpose other than a Contract.

1.8 Contract Price shall mean the payment due to ROSEN from the Company for the Services according to the Contract.

1.9 Day shall mean each working day as defined in the country where the Services shall be provided.

1.10 Intellectual Property Rights (IP) shall mean inventions, patents, or applications for a patent, design (registered or unregistered) utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks (registered or unregistered) and service marks, name, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection or other right in respect of any information, process, work, material or method, which subsist or will subsist now or in the future in any part of the world.

1.11 Party/Parties shall mean the Company and/or ROSEN, individually and collectively, as the case may be.

1.12 Person means any individual, corporation, partnership, governmental body, association or unincorporated organization.

1.13 Proposal shall mean the document(s) comprising ROSEN's offer to carry out Services or supply Software.

1.14 Received Data shall mean any data received by ROSEN from the Company.

1.15 Results shall mean any reports, written advice, opinion or other deliverables stated in the Proposal as to be developed by ROSEN and supplied to the Company under the Contract. Results shall not include ROSEN's proprietary data formats or licensed computer programs, or analysis/interpretation Software.

1.16 ROSEN shall mean the entity, which submitted the Proposal, negotiates and signs the Contract with Company.

1.17 Service(s) shall mean the work or services to be provided as detailed in the Proposal.

1.18 Software shall mean a medium of expression in any form, language, and notation or code, including design and accompanying material, for a sequence of instructions used to command a computer to perform a specific task or function.

1.19 Software License Agreement shall mean an agreement between ROSEN and Company which authorizes Company to use Software provided by ROSEN as detailed in the Proposal

1.20 Software Warranty and Maintenance Agreement shall mean an agreement between ROSEN and Company, under which ROSEN provides to Company warranty and maintenance services in connection with Software and related licensed material.

1.21 Third Party shall mean a person or company who is not a Party to the Contract, but who might be affected by it in any way.

2 COMMENCEMENT AND DURATION

The performance of Services shall commence and terminate as indicated in the Contract Documents.

3 PAYMENT

3.1 Currency and Place of Payment

All amounts payable to ROSEN shall be paid in the currency stated in the Contract Documents, and shall be due at ROSEN's nominated bank in the invoice.

3.2 Payments Due

All invoices from ROSEN shall be due and payable by the Company within thirty (30) calendar days from the date of the invoice.

3.3 Payment

Payments shall be made according to project progress as stated in the Contract Documents and shall not be subject to counterclaim, deduction or set-off, whether in connection with the affected or any other Contract in place between the Parties.

3.4 Past Due Payments

If Company fails to pay any monies due then any outstanding amount shall bear interest from the date such amount was due until that amount is paid at the maximum rate permitted by applicable law.

3.5 Taxes

Company shall bear the cost of all taxes, levies, duties, charges, fees or withholding taxes of any nature now or hereafter imposed by any governmental, fiscal, or other authority, which become due on the Contract Price (as charged and invoiced to the Company under the Contract) and shall reimburse ROSEN upon demand for any penalties or other expenses (including but not limited to legal expenses) incurred by ROSEN with regard to the same. In case of any mandatory deduction, Company will be liable and will bear the withholding tax and, in such a case, a gross up calculation must be performed in order to ensure that ROSEN receives the full amount as agreed.

The Company shall provide ROSEN with any and all necessary tax certificates, including but not limited to withholding tax certificates, VAT certificates, or any other relevant tax certificate, as soon as they are available.

4 DELIVERY OF DOCUMENTS AND RESULTS

The Results shall be supplied to the Company upon completion of the Services or at such other time as stated in the Contract Documents or agreed by written agreement between the Parties.

5 STANDARD OF PERFORMANCE

ROSEN SHALL PERFORM THE SERVICES WITH REASONABLE SKILL, CARE AND DILIGENCE. THE STANDARD OF CARE AS DESCRIBED IN THIS CLAUSE 6 IS THE SOLE AND EXCLUSIVE STANDARD TO BE USED TO MEASURE THE PERFORMANCE OF THE SERVICES. ANY AND ALL IMPLIED WARRANTIES ARISING OUT OF THE SERVICES OR THE RELATIONSHIP BETWEEN ROSEN AND THE COMPANY ARE HEREBY EXPRESSLY DISCLAIMED AND NEGATED. IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY. IN THE EVENT OF ANY DEFECT IN THE SERVICE(S), ROSEN'S LIABILITY IN RESPECT OF SUCH DEFECTS SHALL BE LIMITED TO THE RE-PERFORMANCE OF THE DEFECTIVE SERVICE(S) AT NO COST TO THE COMPANY, PROVIDED THAT DEFECTS ARE BROUGHT TO ROSEN'S ATTENTION BY THE COMPANY WITHIN TWELVE MONTHS OF PRESENTING THE RESULTS AND PROVIDED FURTHER THAT SUCH DEFECTS DO NOT DERIVE FROM INACCURATE OR INCOMPLETE INFORMATION OF RECEIVED DATA SUPPLIED BY THE COMPANY.

6 WARRANTY

ROSEN warrants that the Services and Results provided hereunder will be performed in a good and workmanlike manner, in accordance with general accepted industry standards, with the level of care, skill, knowledge and judgement required or reasonably expected of firms or persons performing comparable services and in strict accordance with this Contract. However, ROSEN gives no warranty, express or implied, as to the fitness for purpose or suitability of any provided Result or prediction. ROSEN does not warrant and disclaims that the Results or predictions will meet Company's needs. It is understood and agreed that reports, records, evaluations, and recommendations by ROSEN with respect to the Results of the Services provided hereunder shall be the good faith opinions only of ROSEN and shall not be construed as a warranty or guarantee of the structural condition of the pipeline or asset. Company hereby waives any claim against ROSEN related to the completeness or accuracy of such reports, records, evaluations and recommendations of ROSEN, and the Company accepts full responsibility for utilization of same.

If applicable, any warranty and maintenance for a Software licensed by ROSEN to Company is subject to the according Software License- or Software Warranty and Maintenance Agreement.

7 INDEMNITIES AND LIABILITIES

7.1 Indemnification

Company agrees to save, protect, defend, indemnify and hold ROSEN and its affiliates harmless from and against any and all claims, liabilities, demands, damages, judgments, awards, settlements, expenses or losses, including costs of litigation and reasonable attorney's fees, arising (i) from any intentional or negligent act or failure to act of Company; (ii) from any Third Party claim for which the Company is liable or responsible; or (iii) as a result of a breach of the Contract or Contract Documents by Company or (iv) from any claim related to, arising from, or

connected with the use of the Results (or anything derived there from) by Company or any Third Party receiving Results from Company.

The Company shall be liable for any incorrect Received Data provided to ROSEN, and shall be responsible for any and all damages and/or losses caused by ROSEN's reliance on aforesaid incorrect data.

ROSEN shall promptly notify Company of all such claims. ROSEN, at its option, may control the defense of any claim subject to the foregoing indemnity and Company will cooperate with ROSEN in such defense in all reasonable respects, at no cost to ROSEN. Company shall pay to ROSEN any sums due under this clause within thirty (30) calendar days of written notice by ROSEN.

In no event shall Company settle any such Third Party claim by making an agreement which would cause ROSEN to lose any rights under the concluded Contract.

7.2 Consequential Damages

NOTWITHSTANDING ANYTHING IN THE APPLICABLE CONTRACT DOCUMENTS, IT IS AGREED THAT IN NO EVENT SHALL ROSEN OR COMPANY BE LIABLE TO THE OTHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE) FOR LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE OR PRODUCTION, CLAIMS OF COMPANY'S CUSTOMERS AND/OR COMPANY´S THIRD PARTIES, LOSS OF USE OF ANY SYSTEM OR OTHER PROPERTY OR FOR BUSINESS INTERRUPTION UNDER / IN CONNECTION WITH THE CONTRACT OR ANY ERROR OR DEFECT THEREIN, OR THE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE OF THE SERVICES OR FOR ANY INDIRECT, CONSEQUENTIAL OR ECONOMIC LOSS, WHETHER OR NOT FORESEEABLE AT THE EFFECTIVE DATE OF THE CONTRACT. THIS PROVISION, HOWEVER, SHALL NOT APPLY IN THE EVENT THE COMPANY IS IN BREACH OF CONFIDENTIALITY OBLIGATIONS PURSUANT TO CLAUSE 9.

7.3 Limitation of Liability

THE TOTAL AGGREGATE LIABILITY OF ROSEN FOR ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE SERVICES, SHALL NOT EXCEED THE VALUE OF THE CONTRACT PRICE PURSUANT TO THE APPLICABLE CONTRACT DOCUMENTS OR THE AMOUNT OF 1 MILLION USD WHICHEVER IS LESSER, AND COMPANY SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD ROSEN HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES AND EXPENSES WHICH EXCEED THIS AMOUNT.

ROSEN SHALL NOT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE ARISING FROM COMPLIANCE OR NONCOMPLIANCE WITH ANY CONSULTING SERVICES PERFORMED BY ROSEN. THE COMPANY SHALL INDEMNIFY AND HOLD ROSEN HARMLESS IN RESPECT OF ANY CLAIM RELATED TO, ARISING FROM, OR CONNECTED WITH CONSULTING SERVICES (OR ANYTHING DERIVED THEREFROM) EXCEPT TO THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ROSEN.

8 INSURANCE

Each Party shall maintain insurance adequate to cover its liabilities under the Contract and to fulfil any requirements of local government or other appropriate bodies and shall obtain from its underwriters a waiver of all rights of subrogation against the other, endorsed upon all such policies of insurance.

9 CONFIDENTIALITY

Each Party shall keep confidential any Confidential Information disclosed by the other Party in respect of the Proposal, the Services or Contract and will neither use the same for any purpose other than for the purpose of performing the Services nor disclose the same to any third party (other than the other Party's own personnel to whom disclosure is necessary in the provision of the Services) without the prior written approval of the other Party.

The foregoing restrictions on disclosure and use of Confidential Information shall not apply to the information which

- is or becomes part of the public domain otherwise than by a breach of this clause at the time of or after disclosure, or
- can be proven by recipient to have been in his possession prior to disclosure; or
- will lawfully become available from a source having the right to disclose the same; or
- can be proven by recipient to have been developed by or for the recipient at any time independently from the information disclosed to it by the disclosing Party.

The restrictions shall also not apply if the recipient is required to disclose Confidential Information by a judicial, legislative or administrative body. If recipient receives such a request, recipient shall provide prompt written notice of such requirement to the other Party and allow the other Party an opportunity to contest the disclosure requested by a governmental entity.

Any noncompliance by Company with any provisions of this clause shall constitute a material breach of these Terms and Conditions and ROSEN may, upon written notice, immediately terminate the Contract without any liability whatsoever to Company.

Each Party shall obtain the written approval of the other Party prior to issuing publicity releases or announcements relating to ROSEN'S activities under the agreement, which approval shall not be unreasonably withheld.

This Section 9 shall survive any termination or expiration of the Contract. However, ROSEN reserves the right to process information on technical assets, in particular in order to improve its own products and services in compliance with this confidentiality provision.

10 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights residing in any information, materials, products and equipment of any nature whatsoever supplied by one Party to the other under this Contract shall belong exclusively to and shall remain the property of the Party supplying the said Intellectual Property.

The Company agrees that all Intellectual Property in all data, specifications, solutions, drawings, know-how, technical information, inventions and technologies developed, obtained, created, written, prepared or discovered by the Parties or by either Party as a result of the performance of the Contract shall reside solely in ROSEN and ROSEN shall have the exclusive right to protect, exploit and enforce its rights to those Intellectual Property Rights. The Parties agree that the transfer of information under this Contract shall not constitute a prior publication in terms of a potential patent application that ROSEN may want to file, thereby not being prejudicial as to novelty. All Intellectual Property Rights contained in any Results will vest and remain vested in ROSEN. ROSEN shall grant to Company, a nonexclusive, non-transferable royalty free license to use the Intellectual Property Rights for its own use, where such Intellectual Property Rights either:

(a) must of necessity be incorporated into the Results, and

(b) need to be licensed to the Company in order to enable the Company to possess and use the Results or any part provided however that such right to use ROSEN's Intellectual Property Rights shall not extend to any Intellectual Property Rights that ROSEN has specifically stated (prior to disclosure) not to fall within

the remit of this clause. However, ROSEN may offer to make Intellectual Property Rights available to Company (subject to any pre-existing third party rights) on the basis of a formal license agreement, the terms and price to be agreed as and if necessary.

Company shall own all Results prepared by ROSEN for Services contemplated and mutually agreed in the Contract Documents and delivered to Company. Programs, processes, methods, or other materials prepared by ROSEN in performance of the Services contemplated but which are not included in or reasonably necessary to the services contemplated in the Contract shall remain the property of ROSEN. Unless a Contract Document provides otherwise, ROSEN shall deliver to Company the Results as requested by Company. Notwithstanding the foregoing, ROSEN does not intend nor does ROSEN represent that such Results are suitable for reuse by Company in any manner other than that for which it was prepared without prior review of the Results by ROSEN and with ROSEN's prior written consent. In no event however, shall Company claim any intellectual property rights or ownership to any of ROSEN's drawings, designs, calculations, documents, Software or inventions (collectively "ROSEN IP"), whether or not such ROSEN IP is conceived, modified or improved during performance of the Services.

Software supplied by ROSEN (inter alia any updates, upgrades, patches thereof) may contain trade secrets. Licensees rights to use the according Software and trade secrets are subject to the according Software License Agreement.

11 TERMINATION

11.1 ROSEN has the right to terminate the Contract at ROSEN's absolute discretion by giving Company thirty (30) Days written notice.

11.2 The notice period shall be fourteen (14) Days, without prejudice to any other remedy to which ROSEN may be entitled at law or in equity or elsewhere under the Contract Documents, upon the occurrence of any of the following events:

(a) an order for relief is entered on behalf of Company, or Company makes a general assignment for the benefit of its creditors or Company declares insolvency; or

(b) failure by the Company in the performance or compliance with any of the agreements, terms, covenants or conditions contained in the Contract Documents; or

(c) failure by the Company to make prompt payments when due to ROSEN in accordance with the Contract Documents.

11.3 In any event, Company shall bear all costs incurred until the specified date of termination. Furthermore Company shall not be entitled to charge ROSEN additional cancellation fees. A termination of the Contract does not release the Company from any obligation to pay any sum that is due or that may become due to ROSEN.

12 ASSIGNMENT AND SUBCONTRACTING

Company shall not assign, transfer or novate its rights or obligations under the Contract or any part thereof or any benefit or interests therein without prior written approval by ROSEN.

ROSEN shall be entitled to assign, transfer or novate its rights or obligations under the Contract or any part thereof or any benefit or interests therein to any of its Affiliates. ROSEN shall inform Company about any such assignment.

13 FORCE MAJEURE

Force Majeure Events are those events whose effects make it impossible or unlawful for the affected Party to perform its obligation in whole or in part, provided that the events or circumstances (i) are beyond the control of the party, (ii) are not attributable to the party, and (iii) could not be avoided, overcome or remedied in whole or in part by the party claiming force majeure using reasonable care.

The Parties shall be absolved and excused from its obligations under the Contract to the full extent, if one Party's performance is delayed or prevented by any condition or occurrence that is beyond its control including without limitation, natural events, fires, explosions, epidemics, pandemics, quarantine (to the extent ordered by applicable public body), nuclear reactions, earthquakes, acts of public or foreign enemies, civil disturbances, war and hostilities (whether war is declared or not), invasions, blockades, insurrections, rebellion, revolutions, riots, acts of terrorism, strikes, commotions, disorders, lockouts or other industrial disturbances, that do not occur within the companies of both Parties, embargoes, Sanctions (Sanctions shall mean any individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including but not limited to those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty's Treasury of the United Kingdom, or (d) any other governmental authority of any other state), restraints or prohibitions or orders or regulations by any court, board, department, commission or agency of a state or country, any arrests or restraints.

Neither Party shall be in default of its respective obligations under the Contract which are hindered by Force Majeure; provided, however, that the payment of invoices due and owing hereunder shall in no event be delayed by the Company because of a Force Majeure Event affecting the Company. In the event of any such delay due to a Force Majeure Event, the date for performance or delivery shall be extended for a period equal to the time lost by reason of delay. In no event shall Company have the right to seek any damages for delay of delivery if ROSEN is unable to perform due to a Force Majeure Event.

In case of Force Majeure, the affected Party shall inform the other Party within seven (7) Days after any occurrence of such a case

If a default due to an event of Force Majeure continues for more than six (6) months, the Parties shall be entitled to cancel the Contract partly or completely upon written notice to the other Party.

All indemnity claims based on partial or complete non-fulfilment of the affected Party obligations caused by an occurrence as aforementioned are excluded and invalid.

14 PERSONAL DATA PROTECTION

ROSEN and the Company may in the course of performance of the Contract provide each other with Personal Data. Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined, elated to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. Any processing of Personal Data will be done in accordance with the terms of this Contract and the applicable laws.

The Company will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). The Company will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Contract.

Prior to any transfer of Personal Data by the Company, the Company will impose all obligations as required by the Contract and the applicable laws.

Any person acting under the authority of the Company must not process the data except on instructions from ROSEN.

Where ROSEN Personal Data is transferred or gathered from the European Economic Area and the Company is located in a country that has not been deemed to provide an adequate level of protection for personal data within the meaning of Regulation (EU) 2016/679, the Company will either:

- enter into any standard data protection clauses adopted or approved by the European Commission in line with Regulation (EU) 2016/679; or

- confirms that it has fully implemented binding corporate rules which provide adequate safeguards as required by Regulation (EU) 2016/679, or has any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Regulation (EU) 2016/679.

The Company will promptly, and in any case within seventy two (72) hours inform ROSEN through the ROSEN data protection officer at DSB-ROSEN-Swiss@intersoft-consulting.de if it determines and discloses to a competent public authority and/or affected data subjects that an accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) of ROSEN Personal Data has occurred.

15 CODE OF CONDUCT

ROSEN conducts its business responsibly and in compliance with the legal requirements and official regulations of the countries in which ROSEN operates. ROSEN expects its contractual partners to comply with applicable law and legislation. The Company hereby acknowledges and confirms its adherence to the ROSEN Code of Conduct available on the ROSEN website at https://www.rosen-group.com/global/company/misc/compliance.html.

16 MISCELLANEOUS

16.1 Amendments and Modifications

Any amendment or modification of any Terms and Conditions contained in the Contract Documents subsequent to the effective date of this Contract will be valid only if made by a subsequent written agreement. Such subsequent written agreement shall be signed by duly Authorized Representatives of ROSEN and the Company. It shall specify by reference to the particular Contract Document that contains the Terms and Conditions to be amended by reference to the origin clause.

16.2 Applicable Law and Place of Jurisdiction

Unless otherwise provided in the Contract Documents, the Contract shall be governed by and construed according to the law of the state in which the contracting ROSEN entity has its registered office. Any suit, action or proceeding with respect to the Contract shall be brought to a court where the respective ROSEN entity has its place of business, which shall have jurisdiction and venue. If Contracts (Rights of Third Parties) Act 1999 is applicable in the state in which the contracting ROSEN entity has its registered office, then applicability of Contracts (Rights of Third Parties) Act 1999 shall be excluded.

16.3 Entire Agreement

With the exception of Non-Disclosure Agreement and Data Processing Agreement, there are no understandings, agreements or representations, express or implied, not specified in the Contract and the Contract Documents containing the Entire Agreement between Company and ROSEN and set forth their respective rights, duties and obligations. Unless specifically enumerated in the Proposal or unless specifically executed as an Amendment, the Contract Documents do not include and will not be deemed to include any other documents or correspondence between Company and ROSEN, such as proposals, quotations, sample forms, bids, etc.

16.4 Invalid, Illegal or Unenforceable Provisions; Severability

In case any one or several of the provisions contained in the Contract Documents will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and the Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein. The appropriate enforceable provision which complies with the intention of the party soonest will supersede that illegal provision.

16.5 Notices, Consents, Approvals or Determinations

Wherever in the Contract Documents provision is made for the giving of any notice, consent, approval or determination by any person, unless otherwise specified, such notice, consent, approval or determination will be in writing and words "notice", "notification", "notify", "consent", "determination", or "determine" will be construed accordingly. All notices and other communications provided for herein (including, without limitation, any modifications of, or waivers or consents under this Contract) shall be given in writing, including an electronic writing and shall be faxed (and confirmed by copy delivered by personal delivery or mail), mailed or delivered to the intended recipient at the address specified by the recipient in writing. Except as otherwise provided in this Contract Documents, all such communications shall be deemed to have been duly given when transmitted by email, facsimile or personally delivered or, in the case of a mailed or electronically mailed notice, upon receipt, in each case given or addressed as stated in the Contract Documents.

16.6 Waiver

Any failure by ROSEN to enforce or require strict compliance with any of the terms, covenants or conditions required by the Contract Documents will not constitute a waiver of any of such Terms and Conditions or of ROSEN's right to seek such remedies as it may have for any breach or breaches of such terms, covenants and conditions.