

## **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.

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

**1.6. 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
- Proposal
- tender documents
- these Terms and Conditions
- purchase order
- request for a tender

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

**1.7. 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.

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

**1.9. Intellectual Property (IP)** shall mean any and all intellectual property of whatever nature and in whatever form (including, but not limited to, inventions, patents, trademarks, registered designs, rights in domain names, pending applications for any of the foregoing, trade and business names, brand names, unregistered trademarks, unregistered designs and rights in designs, copyright and rights in the nature of copyright, database rights, moral rights, performers rights, rights in know-how, trade secrets and confidential information and all other similar or equivalent industrial, intellectual or commercial rights or property) subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all reversions, renewals and extensions of any of the foregoing, and all rights under licenses, consents, orders, statutes or otherwise in relation to any of the foregoing.

**1.10. Party(s)** shall mean the Company and/or ROSEN, individually and collectively, as the case may be.

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

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

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

**1.14. 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.



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

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

**1.17. 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.

**1.18. 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

**1.19. 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.

**1.20. 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 VALIDITY PERIOD OF PROPOSALS

Proposals shall expire at the end of the validity period stated in such Proposal, or in the event no validity period is indicated, six (6) months from date of issue of the Proposal.

## 3 COMMENCEMENT AND DURATION

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

## 4 PAYMENT

Company shall pay ROSEN the Contract Price (plus any applicable taxes) as consideration for performing the Services as listed in the Proposal. Payment shall be made within thirty (30) calendar days of receipt of ROSEN's invoice by Company.

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.**

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.

## 5 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.

## 6 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.**

## 7 WARRANTY

ROSEN warrants that the Services and Results provided hereunder will be performed in a good and workmanlike manner, in accordance with generally accepted industry standards, with the level of care, skill and knowledge required or reasonably expected of firms or persons performing comparable Services and in accordance with the Contract as agreed by both Parties in the scope of work for the subject individual work order. 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.

## 8 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.

## 9 CONSEQUENTIAL DAMAGES

**NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY 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, OR FOR BUSINESS INTERRUPTION UNDER / IN CONNECTION WITH THE CONTRACT OR ANY ERROR OR DEFECT THEREIN, OR OF THE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE OF THE SERVICES OR ANY INDIRECT, CONSEQUENTIAL OR ECONOMIC LOSS SUFFERED BY THE OTHER PARTY, WHETHER OR NOT FORESEEABLE AT THE EFFECTIVE DATE OF THE CONTRACT INCLUDING CONTRACT DOCUMENTS.

## 10 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, 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 DOCUMENTS OR ANY PARTICULAR PURCHASE ORDER OR SCOPE OF WORK ISSUED THEREUNDER, AS THE CASE MAY BE, SHALL NOT EXCEED THE VALUE OF THE APPLICABLE PURCHASE ORDER OR SCOPE OF WORK ISSUED THEREUNDER OR IF THERE ARE NONE ISSUED, THE CONTRACT PRICE TO BE PAID BY COMPANY UNDER THE CONTRACT DOCUMENTS OR THE AMOUNT OF 1 MILLION USD WHICHEVER IS THE LEAST. COMPANY SHALL DEFEND, INDEMNIFY AND HOLD ROSEN HARMLESS AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES AND EXPENSES WHICH EXCEED SUCH AMOUNT.

## 11 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.

## 12 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, unless such Confidential Information has been anonymized and cannot be identified as that of Company's.

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.

This Section 12 shall survive any termination or expiration of the Contract.

## 13 PUBLICITY RELEASES

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.

## 14 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights owned by each Party prior to the commencement date of the Contract or developed outside the scope of the Contract shall continue to be the sole property of that Party. 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.

## 15 TRADE SECRETS

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.

## 16 TERMINATION

**16.1** ROSEN has the right to terminate the Contract at ROSEN'S absolute discretion by giving Company thirty (30) calendar days written notice.

**16.2** The notice period shall be fourteen (14) calendar 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.

**16.3** 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.

## **17 ASSIGNMENT AND SUBCONTRACTING**

Neither Party shall assign the Contract, in whole or in part, without the prior written consent of the other Party, but such consent shall not be unreasonably withheld or delayed.

ROSEN shall have the right to subcontract or/and assign work, or/and parts thereof, under the Contract to its Affiliates.

## **18 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) calendar 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.

## **19 GOVERNING LAW**

These Terms and Conditions or any other Contract Documents shall be governed by and construed in accordance with the laws of the state in which the contracting ROSEN entity has its registered office. Any dispute arising under or in connection with these Terms and Conditions or any other Contract Document shall be brought to a court where the respective ROSEN entity has its place of business, which shall have jurisdiction and venue.

## **20 NOTICE**

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.

## **21 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, related 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 [cdpo@rosen-group.com](mailto:cdpo@rosen-group.com) 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.

## **22 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>.

## **23 MISCELLANEOUS**

The Contract including the Contract Documents shall constitute the complete and exclusive understanding and agreement between ROSEN and Company relating to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, and communications, and/or advertising with respect to such subject matter. The headings of the paragraphs are for convenience only and in no way limit or affect the provisions hereof.

These Terms and Conditions cannot be amended, modified, or waived, unless done so in writing and signed by ROSEN. If any provision of these Terms and Conditions is held unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Parties, and the remainder of these Terms and Conditions shall continue in full force and effect.