

VALVEWATCH MONITORING SOFTWARE LICENSE AND TERMS AND CONDITIONS

This ValveWatch® Monitoring Software License and Terms and Conditions are a binding agreement between you (“Licensee”) and the MRC company noted in the Order Form (“MRC Global”). This Agreement governs your access to and use of the ValveWatch Monitoring Software and any related services.

MRC GLOBAL PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN “ACCEPT” BUTTON, OR OTHERWISE USING THE SOFTWARE, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN “ACCEPT” BUTTON, OR USE THE SOFTWARE; AND PROMPTLY RETURN THE UNUSED MEDIA, DOCUMENTATION, AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE PROGRAM WAS DOWNLOADED, DESTROY ALL COPIES OF THE PROGRAM.

1 Definitions and interpretation

Agreement means this License and Terms and Conditions and any related Scopes of Work (“SOW”), inclusive of all exhibits.

Confidential Information means all information (whether in oral, written or electronic form) relating to a party’s business which may reasonably be considered to be confidential in nature including information relating to that party’s technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Software, the Documentation, and any other technical or operational specifications or data relating to the Software shall be part of MRC Global’s Confidential Information;

Documentation means a set of documentation containing instructions on how to use the Software and detailing any specific user requirements or restrictions relating to the Software, including any help files supplied with the Software and information on MRC Global’s websites;

Effective Date means the effective date of the Order Form;

Hosted Software means any web-based or network-based Software provided to Licensee on a hosted or software-as-a-service basis;

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights;

License Fee means the fees payable by Licensee in consideration of the license of the Software;

License Metrics means the limitation on the usage of the Software and Services as designated or defined in the applicable Order Form by a term such as the type and number of users, type and number of valves, permissible sites, and the like;

Licensed Software means Software licensed to Licensee for installation and operation on Licensee’s equipment;

License Term means the duration of this Agreement;

MRC Global Software means the proprietary software of MRC Global provided to Licensee (either as Hosted Software or as Licensed

Software), including any Updates or Upgrades made available by MRC Global under this Agreement or any Support Services;

Order Form means an order form, purchase order, contract, or similar document (howsoever named) mutually executed by the parties evidencing the purchase of licenses to the Software specifying, among other things, the License Metrics and the applicable fees. Each Order Form shall be governed by and become part of this Agreement, and is hereby incorporated by this reference;

Consulting Services means implementation, site planning, configuration, integration and deployment of the Software, training, project management and other consulting services, provided either remotely or in person, by MRC Global to Licensee;

Software means the MRC Global Software and the Third Party Software (whether provided on a licensed or hosted basis);

Support Services means access to MRC Global’s help desk (via phone, email or a web-based portal), and access to Updates, patches and bug fixes which are supplied to Licensee by MRC Global under this Agreement or a separate maintenance or support agreement. For the avoidance of doubt, Support Services excludes Consulting Services and Upgrades (unless expressly stated otherwise in the Order Form).

Third Party Software means any third party software (including Updates or Upgrades to Third Party Software) which is not MRC Global Software but which is supplied to Licensee by MRC Global under this Agreement or any maintenance or support agreement;

Update means a software maintenance update, patch or bug-fix which does not constitute an Upgrade;

Upgrade means a version or release of software intended to have new or improved functionality including any new version or release of MRC Global Software designated by MRC Global as an upgrade;

Warranty Period has the meaning given in Section 13.

2 Licensed Software. The provisions of this Section 2 shall apply to Software provided as Licensed Software.

2.1 License Grant for Licensed Software. Subject to these terms and conditions and payment of the License Fee, MRC Global grants Licensee a non-exclusive, personal, non-transferable license to (i) install, run and use the Software for its internal business purposes during the

License Term and (ii) use the Documentation in connection with such use of the Software. The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Form. Additional License Metrics may be purchased under an additional Order Form at the pricing in effect at the time the additional License Metrics are purchased. Unless stated otherwise in the Order Form, fees are based on License Metrics purchased and not actual usage.

2.2 Third Party Software. Third Party Software supplied as part of, or in addition to, the Software is subject to any additional terms and conditions applicable to the Third Party Software which are provided to Licensee or otherwise published by the third party supplier ("**Third Party EULA**"). Such information may be provided in a text file provided with the Software. Licensee agrees to comply with any such Third Party EULAs. Licensee shall use the Third Party Software solely in conjunction with the Software and Licensee shall have no broader use rights with respect to the Third Party Software than it has to the Software, unless the applicable Third Party EULA provides broader rights.

2.3 Other Hardware and Software. The Software is designed for use with the hardware, operating system, middleware, database products and other software on which MRC Global indicates the Software will operate, either in the Documentation or in other information provided by MRC Global. Licensee is responsible for providing all such necessary equipment, software and accessories, including all necessary licenses for third party software which is not provided by MRC Global.

2.4 Back-Up Site. Notwithstanding any License Metrics, Licensee may: (a) install (and keep installed) the Software at one back-up site during the License Term; (b) use the Software at the back-up site referred to in Section 2.4, provided that the use of the Software does not exceed a consecutive period of two (2) months per calendar year during the License Term where Licensee is prevented from using the Software at the original site due to circumstances beyond Licensee's reasonable control; and (c) for the purposes of testing Licensee's disaster recovery and business continuity arrangements, use the Software installed at the back-up site referred to in Section 2.4 for such reasonable period of time (not exceeding one (1) week per calendar year during the License Term) as is necessary to complete the disaster recovery and business continuity testing. Licensee shall ensure that the back-up site remains under Licensee's direct ownership and control and Licensee shall promptly notify MRC Global when Licensee's temporary use of the Software begins and ceases.

3 Hosted Services. The provisions of this Section 3 shall apply to Software provided as Hosted Software.

3.1 Rights to Access and Use. During the Term and subject to the terms and conditions of this Agreement (including payment of fees and the restrictions and scope of rights set forth herein), MRC Global hereby grants Licensee a non-exclusive, non-transferable and non-sublicensable right to access and use the Hosted Software in accordance with the License Metrics solely for Licensee's internal use. Nothing in this Agreement obligates MRC Global to deliver or make available any copies of the Hosted Software or other technology utilized to provide the Hosted Software to Subscriber.

3.2 Availability. Unless otherwise agreed to by the Parties, MRC Global shall use commercially reasonable efforts to make Hosted Software available 24x7x365, excluding: (i) scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration; (ii) unscheduled downtime caused by forces beyond the reasonable control of MRC Global, including software

defects, hardware failures, or downtime caused by Licensee's network or the Internet or a Force Majeure Event.

3.3 Protection against Unauthorized Use. Licensee will use reasonable efforts to prevent unauthorized use of the Hosted Software. Without limiting the foregoing, Licensee will require each authorized user to keep any MRC Global user ID and password assigned to such user for the Hosted Software confidential and not disclose either to any other person. If Licensee or any authorized user learns or reasonably suspects that any of its passwords has been compromised, Licensee will immediately notify MRC Global. Upon receiving notice of a compromised password, MRC Global will assign a new password to Licensee or authorized user as the case may be.

3.4 Modifications. MRC Global may, from time to time, and at MRC Global's sole discretion, without substantially degrading the existing features, modify, enhance and/or expand the features and functionality of the Hosted Software.

4 Limitations on use

4.1 License Restrictions. Except as expressly permitted under this Agreement or by law, Licensee shall not: (a) copy, modify, adapt, correct errors, or create derivative works from, the Software; (b) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software other than in the circumstances set out in Section 4.2; (c) assign, sub-license, lease, resell, distribute or otherwise deal in or encumber the Software; (d) remove or modify any copyright or similar notices, or any of MRC Global's or any other person's branding, that the Software causes to be displayed when used or that is displayed in the Documentation or on any packaging accompanying the Software if delivered on physical media; (e) install or use the Software, or permit it to be installed or used, on behalf of any third party or otherwise than for Licensee's internal business purposes; or (f) attempt to circumvent or interfere with any security features of the Software.

4.2 Reverse Engineering. If it is necessary for Licensee to decompile the Software in order to create an independent program to allow the interoperability of the Software with other software, it shall notify MRC Global in writing in advance and request the provision of the information necessary to enable such interoperability. MRC Global may, but is not obliged to, provide such information and assistance to Licensee to such extent and on such terms as it considers appropriate.

5 Feedback. Any ideas, feedback, suggestions, corrections, alterations, improvements, additional data points, requests, questions, comments, results of any test or evaluation and the like made by Licensee to MRC Global with respect to any portion of the Software ("**Feedback**"), including any enhancement, improvements or new features to same, will be the property of MRC Global. Licensee hereby assigns such Feedback to MRC Global.

6 Reservation of Rights. Except for the rights to install and use the Software and the Documentation expressly granted in this Agreement, Licensee shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Software, Documentation or in any copies of them and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

7 Delivery and installation. MRC Global shall deliver any Licensed Software either via physical media or by making it available for download by Licensee. Unless expressly agreed otherwise pursuant to a SOW, Client is solely responsible for the development, integration and

implementation of the Software and any related training.

8 Support and Maintenance Services. Subject to payment of the applicable annual Support Services fee ("**Support Fees**"), MRC Global agrees to provide Support Services for the Software according to MRC Global's policies in effect at the Effective Date. Details of Support Services may be modified from time to time at the sole discretion of MRC Global, provided however that no such modification will materially degrade the Support Services for the remainder of the year for which Support Fees have been paid by the Licensee.

9 Consulting Services

9.1 Statements of Work. MRC Global may provide Consulting Services as further described and set forth in statements of work executed by the parties from time to time ("**SOW**").

9.2 Compensation of MRC Global. Each SOW shall contain the charges for MRC Global's Consulting Services ("**Consulting Fees**") and shall be provided on a time and materials basis unless otherwise specified. Licensee shall reimburse MRC Global for the reasonable travel and living expenses incurred by MRC Global in performing its Consulting Services unless otherwise specified.

9.3 Ownership. The parties acknowledge that the material delivered by MRC Global hereunder may contain pre-existing material developed by MRC Global either on its own account or under similar terms and conditions for others, and MRC Global shall retain all right, title and interest in such pre-existing material. MRC Global does, however, grant Licensee an irrevocable, non-exclusive, world-wide royalty-free license to use, copy and authorize others to use such pre-existing material (other than commercially available MRC Global products and MRC Global training materials) solely as part of the project for which such material was delivered. Nothing contained in this Agreement shall restrain MRC Global or its personnel in the use of the techniques and skills of computer operation, system design and programming acquired in the performance of Consulting Services hereunder, and MRC Global retains the unrestricted right to use, copy and authorize others to use any material developed by MRC Global hereunder which is generic in nature and not specifically related to a Licensee project and which does not incorporate Licensee's Confidential Information.

10 Documentation. MRC Global shall provide or make available online Documentation for the Software. The Documentation shall be updated by MRC Global from time to time in such manner as MRC Global sees fit. Where updates to the Documentation are made available online, MRC Global shall not be obliged to provide updated hard copy versions of the Documentation, which shall be deemed to incorporate the online updates from the date on which they are made available.

11 Fees

11.1 Fees. Fees are specified in the applicable Order Form or, in the case of Consulting Services, the applicable SOW. The total license and initial annual Support Fees as applicable shall be invoiced upon delivery of the Software.

11.2 Support Fees. Support Fees for subsequent years will be invoiced annually following Licensee's written acknowledgement of MRC Global's quote for Support Services ("**Renewal Quote**") which will be issued approximately sixty (60) days prior to the start of each such annual Support Services term. In order to ensure continuity of Support Services, Licensee shall provide MRC Global acknowledgement and acceptance of the Renewal Quote prior to the end of the current Support Services term.

11.3 Invoicing and Payment. MRC Global shall invoice Licensee for all sums due under this Agreement, and the invoices shall be paid within thirty (30) calendar days of the date on the invoice. The License Fee and any other charges payable under this Agreement are exclusive of sales, value added, and similar taxes which shall be payable by Licensee at the rate and in the manner prescribed by law. MRC Global shall have the right to charge interest on overdue invoices at the rate specified under applicable law, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

11.4 License Metrics. Client understands and agrees that (i) all fees are based on the License Metrics purchased, not actual usage and that (ii) unless expressly stated otherwise in the Order Form, the number of License Metrics provided in the initial Order Form are a minimum amount that Client has committed to for the term of the applicable Order Form. Additional License Metrics must be purchased by Client in the event actual use exceeds the licensed quantity. Client may not decrease the amount of Licensed Metrics purchased in subsequent terms under this Agreement.

12 Audit. No more than once annually and upon 20 calendar days written notice, MRC Global may audit Licensee's use of the Software and compliance with the terms of this Agreement. Licensee will cooperate with MRC Global's audit and provide reasonable assistance and access to information. Licensee agrees to pay within 30 days of written notification any fees applicable to use of the Software in excess of the license rights granted hereunder. Licensee shall be responsible for Licensee's costs incurred in cooperating with the audit. The provisions of this Section 12 shall survive termination or expiry of this Agreement for a period of twelve (12) months.

13 Warranty

13.1 Software Warranty. MRC Global warrants that MRC Global Software will operate materially in accordance with the Documentation for sixty (60) calendar days from the date MRC Global Software is made available for download or delivered (the "**Warranty Period**"). If the MRC Global Software does not perform as warranted during the Warranty Period, MRC Global shall use commercially reasonable efforts to correct any errors. As Licensee's exclusive remedy for any claim under this warranty, Licensee shall promptly notify MRC Global in writing of its claim within the Warranty Period. Provided that such claim is determined by MRC Global to be MRC Global's responsibility, MRC Global shall, within 30 days of its receipt of Licensee's written notice, (i) correct such error; (ii) provide Licensee with a plan reasonably acceptable to Licensee for correcting the error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRC Global, then MRC Global or Licensee may terminate the affected MRC Global Software license, and Licensee will be entitled to a refund of the license fees paid for the affected MRC Global Software in the period from the date the error occurred or is reasonably estimated by MRC Global to have occurred up to the date of termination. The preceding warranty cure shall constitute MRC Global's entire liability and Licensee's exclusive remedy for cure of the warranty set forth herein. If Licensee elects not to terminate the license for the affected portion of the MRC Global Software, Licensee waives all rights for the applicable warranty cure set forth herein.

13.2 Consulting Services Warranty. MRC Global warrants solely to Licensee that the Consulting Services will be performed in a competent and professional manner, in accordance with usual and customary industry standards, using skilled employees, subcontractors or other agents having the appropriate background and skills. These warranties

will be in effect for sixty (60) calendar days from the date of delivery of the Consulting Services. Licensee's sole and exclusive remedy, and MRC Global's entire liability, for any breach of this warranty will be for MRC Global (at its sole option) to (i) correct or re-perform any nonconforming Consulting Services during the warranty period described in this Section, at MRC Global's expense, provided that MRC Global shall have no obligation to re-perform any non-conforming Services if this Agreement has terminated or expired or (ii) refund the Licensee the fees paid by the Licensee for the nonconforming Consulting Services.

13.3 Limitations. MRC Global is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the MRC Global Software by anyone other than MRC Global; (ii) the combination, operation, or use of the MRC Global Software with any items that are not part of the Common Office Environment; (iii) Licensee's failure to use any new or corrected versions of the MRC Global Software made available by MRC Global; (iv) MRC Global's adherence to Licensee's specifications or instructions; (v) Licensee deviating from the MRC Global Software operating procedures described in the Documentation.

13.4 DISCLAIMER OF WARRANTIES. Except as expressly provided in this Section 13, MRC Global makes no warranty to Licensee or any other person or entity, whether express, implied or statutory, as to the description, quality, merchantability, completeness, fitness for any purpose, non-infringement, non-misappropriation, course of dealing or usage of trade or any other matter of or related to the Software, the Consulting Services, and the Support Services, and all such warranties are hereby excluded and disclaimed by MRC Global. MRC Global does not warrant that the operation of the software or the services will be error-free or uninterrupted. Neither the software nor the services are designed, manufactured, or intended for high risk activities.

14 Intellectual Property Indemnification

14.1 IP Claims. Subject to Sections 14.2 and 14.4, MRC Global shall defend at its own expense any claim brought against Licensee by any third party alleging that Licensee's use of MRC Global Software infringes any copyright, database right or registered trade mark, registered design right or registered patent (an "IP Claim"); and pay all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

14.2 Indemnification Procedure. The provisions of Section 14.1 shall not apply unless Licensee: (a) promptly notifies MRC Global upon becoming aware of any actual or threatened IP Claim and provides full written particulars; (b) makes no comment or admission and takes no action that may adversely affect MRC Global's ability to defend or settle the IP Claim; (c) provides all assistance reasonably required by MRC Global subject to MRC Global paying Licensee's reasonable costs; and (d) gives MRC Global sole authority to defend or settle the IP Claim as MRC Global considers appropriate.

14.3 IP Remedies. If MRC Global Software is or is likely to become subject to an IP Claim, MRC Global shall use reasonable endeavors to: (a) obtain the right for Licensee to continue to use MRC Global Software; or (b) replace or modify MRC Global Software (or the part of it subject to the IP Claim) so that it becomes non-infringing without materially affecting the functionality of MRC Global Software set out in the Description. If MRC Global is unable to achieve either of the foregoing or otherwise elects to proceed under this Section 14.3 then, on receiving written notification from MRC Global, Licensee shall promptly uninstall the Software and this Agreement shall immediately terminate. MRC

Global shall refund Licensee on a pro-rata basis for any unused proportion of License Fees paid in advance. This Section 14.3 is without prejudice to Licensee's rights and remedies under Sections 14.1.

14.4 Indemnity Limitations. MRC Global shall have no liability or obligation under this Section 14 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from: (a) any modification of the Software without MRC Global's express written approval; (b) installation or use of the Software otherwise than in accordance with these terms and conditions, the Documentation or MRC Global's instructions; or installation or use of the Software in combination with any software, hardware or data that has not been supplied or expressly authorized by MRC Global.

14.5 Exclusive Remedy. The provisions of this Section 14 set out Licensee's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

15 Limitation of liability. To the maximum extent permitted by applicable law, neither MRC Global nor its affiliates, shall be liable under this Agreement for any lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages. To the maximum extent permitted by applicable law, the aggregate liability of MRC Global and its affiliates arising out of or relating to any and all of this Agreement, the Software, the Consulting Services, and the Support Services shall not exceed the greater of (i) US\$5,000 or (ii) the highest amount actually paid by Licensee to MRC Global in the twelve months prior to the incident giving rise to such liability. If any applicable laws prohibit any limitation, exclusion or disclaimer contained in this Section or in Section 18 of this Agreement, the Parties agree that such limitation, exclusion or disclaimer will be automatically modified, but only to the extent so as to make it compliant with all applicable laws. Licensee agrees that these limitations, exclusions and disclaimers set forth in this Section or in Section 18 are agreed allocations of risk constituting in part the consideration for MRC Global providing the Software to Licensee and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of such liabilities or failures. Notwithstanding any other provision of this Agreement, MRC Global's liability shall not be limited in any way in respect of the following: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other losses which cannot be excluded or limited by applicable law.

16 Term and termination

16.1 Term. This Agreement shall come into force on the Effective Date and unless terminated earlier in accordance with the provisions of this Section 16 shall continue for the duration of the License Term after which it shall automatically expire.

16.2 Termination for Material Breach. Either party may terminate this Agreement at any time by giving notice in writing to the other party if: (a) the other party commits a material breach of this Agreement and such breach is not remediable; (b) the other party commits a material breach of this Agreement which is not remedied within twenty (20) calendar days of receiving written notice of such breach; or (c) the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within twenty (20) calendar days after the other party has received notification that the payment is overdue. Any breach by Licensee of Section 4 shall be deemed a material breach of this Agreement which is not remediable.

16.3 **Termination for Insolvency.** Either party may terminate this Agreement immediately by written notice to the other party if the other party is unable to pay its debts as they become due, is insolvent, files or has filed against it a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, or applies for or consents to the appointment of a receiver or trustee or has a receiver or trustee appointed to it for all or a substantial part of its business or assets.

17 Consequences of termination

17.1 **Termination.** Immediately on termination or expiry of this Agreement (for any reason), the licenses and rights granted by MRC Global shall terminate and Licensee shall (and shall procure that each sub-licensee shall) (a) stop using and uninstall the Software; and (b) destroy and delete or, if requested by MRC Global, return any copies of the Documentation and the Software.

17.2 **Accrued Rights and Liabilities.** Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry.

17.3 **Survival.** Those provisions of this Agreement which by their very nature are incapable of being performed or enforced prior to expiration or termination of this Agreement, which suggest at least partial performance or enforcement following such expiration or termination, or which are otherwise necessary to interpret the respective rights and obligations of the Parties hereunder, shall survive any such expiration or termination of the Agreement.

18 Confidentiality

18.1 **Confidentiality Obligations.** Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the disclosing party, disclose, copy or modify the Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement. Each party undertakes to disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement.

18.2 **Unauthorized Use.** The receiving party shall give notice to the disclosing party of any unauthorized use, misuse, disclosure, theft or loss of the disclosing party's Confidential Information immediately upon becoming aware of the same.

18.3 **Exceptions.** The provisions of this Section 18 shall not apply to information which: (a) is or comes into the public domain through no fault of Licensee, its officers, employees, agents or contractors; (b) is lawfully received by Licensee from a third party free of any obligation of confidence at the time of its disclosure; (c) is independently developed by Licensee, without access to or use of such information; or (d) is required by law, by court or governmental or regulatory order to be disclosed provided that Licensee, where possible, notifies MRC Global at the earliest opportunity before making any disclosure.

18.4 **Survival.** The obligations under this Section 18 shall survive the termination or expiry of this Agreement for a period of five (5) years.

19 **Entire agreement.** The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the applicable Order Form (ii) these terms and conditions, and (iii) the Documentation. MRC Global and Licensee each represent that it has

validly entered into the Agreement and has the legal power to do so. Any term or condition stated in a Licensee purchase order or other Licensee order documents is void. No modification, amendment, or waiver of any provision of the Agreement will be effective unless it exists in writing and is signed by the party against whom the modification, amendment, or waiver is to be asserted. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect.

20 **Notices.** Any notice required to be given under this Agreement must be in writing and will be deemed given (i) five days after deposited in the U.S. Mail, postage paid, via certified mail, return receipt requested, (ii) upon receipt via email delivery to gc@mrcglobal.com, if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours, (iii) one day after sending by overnight service with a reputable overnight courier, or (iv) upon receipt when delivered in person. Notice to a party must be sent to such party's delivery address or email address set forth on the Order Form, except that a party may change the address or email address to which notices will be sent by giving written notice of such change to the other party in accordance with the provisions of this Section.

21 **Publicity.** Except as provided herein, each party agrees to not publicize or disclose this Agreement to any third party without the prior written consent of the other, except as required by law. Notwithstanding the foregoing, MRC Global may use Licensee's name and logo (so long as in accordance with any mark guidelines provided by Licensee to MRC Global) in MRC Global's promotional materials, including, without limitation, press releases, customer lists, and presentations to third parties.

22 **Assignment and subcontracting.** Except as expressly permitted by this Agreement, Licensee shall not assign, transfer, sub-license, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the license rights granted), in whole or in part, without MRC Global's prior written consent.

23 **No partnership or agency.** The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

24 **Compliance with law.** Each party shall comply with all applicable laws and shall maintain such authorizations and approvals as required from time to time to perform their obligations under or in connection with this Agreement. Without prejudice to the generality of Section 24, (i) each party acknowledges its obligation to comply with all applicable laws, rules, and regulations governing export of goods and information that apply to the Software and the Documentation, and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Software or the Documentation to any country for which an export license or other approval is required, without first obtaining such license or other approval, (ii) each party acknowledges its obligation to comply with all anti-corruption legislation and represents that, to the best of its knowledge, no money or other consideration of any kind paid or payable under this Agreement or by separate agreement is, has been or will be used for unlawful purposes, including violating anti-corruption laws, including

making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage. Each party will fully indemnify and defend the other party, its Affiliates, officers, directors, agents and employees against any fees, fines, costs, expenses, liens, judgments or other liabilities that any such party may incur as a result of an actual, threatened or perceived violation of this provision.

25 Third party rights. This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party, including any employee of a party, any Licensee of a party, or any employee of a Licensee of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to MRC Global under these Terms shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Terms, with respect to the Third Party Software.

26 Governing law; Venue. This Agreement shall be governed by the laws governing the Order Form, without regard to choice of law principles. Dispute resolution shall be in accordance with the Order Form.

[End of License and Terms and Conditions]