

New Mexico Institute of Mining and Technology  
SmartFiber™ Distributed Pressure and Temperature Sensing (DPTS)  
**Appendix A—Halliburton Terms and Conditions**

**ACCEPTANCE**

All orders from Customer are subject to final acceptance by Halliburton and to the conditions set out herein. Terms and conditions set forth in Customer's order shall be null and void unless specifically accepted by Halliburton in writing. **Performance by Halliburton pursuant to order of Customer shall not constitute acceptance by Halliburton of Customer's terms and conditions.**

**EXPORT LAWS**

Halliburton's goods, technology, services, and software (collectively "Items") are subject to applicable laws, including those of the U.S., imposing trade sanctions on countries, individuals, or entities and/or regulating the export, re-export, import, transfer, disclosure, provision or end use of Items ("Trade Laws"). **Company represents and warrants that it is not ineligible or otherwise restricted by Laws to receive the Items and that it will not export, re-export, transfer or provide the Items to any person or entity on the U.S. government's List of Specially Designated Nationals and Blocked Persons (the "SDN List") or any other similar restricted party list.** In the event Customer or a party owning fifty percent (50%) or more of Customer or that in any other way controls Customer (directly or indirectly) is or becomes listed on the SDN List, or any other similar restricted party list, this shall be regarded as a material breach. Customer understands that the Items may not at any time be used, exported, transferred to or trans-shipped through any jurisdiction that is subject to comprehensive sanctions imposed by the U.S. government (as amended from time to time), which currently include Cuba, Iran, North Korea, Crimea, and Syria. Customer agrees that it will not use, export, transfer, or trans-ship the Item without the required authorization, including an export or re-export license from the U.S. government, or to any prohibited destination or for a prohibited end-use. Customer agrees that it will not cause Halliburton to violate any Trade Laws. Upon Halliburton's request, Customer shall provide end user information and documentation prior to the shipment or transfer of the Items to Customer. Nothing in this terms and conditions requires any party to take or refrain from taking any action, or to furnish any information, where doing so would be prohibited or penalized under the laws of the U.S.

**FINAL DESTINATION**

**This quotation is based upon final destination of the items being as designated in this quotation. In the event final destination is different from such designation, or is later changed, this quotation is void and new quotation must be provided for actual final destination.**

**PAYMENT TYPES**

If Customer does not have an approved open account with Halliburton and other payment arrangements have not been made, then all sums due are payable in cash in advance of the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. **In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay Halliburton's reasonable and necessary attorney fees, but in no case shall the attorneys fees be less than 20% of the unpaid account, plus all collection and court cost.** All amounts due to Halliburton shall be paid by Customer to Halliburton's designated bank account in U.S. dollars, except as otherwise expressly agreed by the parties.

With respect to some export sales, payment is to be made in exchange for the documents mentioned in delivery below to be tendered to bankers approved by Halliburton for the full amount of the goods sold, with such credit to be confirmed to Halliburton by such bankers if required by Halliburton and to remain in full force until the order of customer shall be completely performed by Halliburton.

Export letters of credit are to be confirmed (if required by Halliburton) and irrevocable, payable at sight in U.S. Dollars and issued by a major bank acceptable to Halliburton with Halliburton at the address shown in this quotation as beneficiary. Unless otherwise agreed, all bank transfer charges, commissions, amendment charges or any charges in connection with the letter of credit are for the Customer's account. The latest shipment date of the letter of credit should be thirty days after the quoted delivery date. The expiration date should be at least sixty days after the latest shipment dated.

**TAXES**

All prices quoted for shipping outside of the U.S.A. are exclusive of any federal, state, local, sales, consumption, service, use, excise, value added, or similar taxes imposed on the sale or use of the services, equipment, product or material listed, which taxes will be added to quoted prices where applicable upon invoicing.

**PRICES**

Prices quoted herein are in U.S. Dollars per INCOTERMS 2000 as defined under delivery.

**VALIDITY**

Prices quoted herein are firm for **ninety (90) days** from the date of this quotation, **unless specified otherwise**, will be the invoice price through delivery; provided the order is received within this period and such order can be invoiced and shipped when completed. Deliveries quoted are estimates and subject to change based on first come first served. Firm shipping dates will be provided for the material upon acceptance of order.

**WEIGHTS**

All weights shown on the quotation are approximate per unit expressed in U.S. pounds and/or fractions thereof unless otherwise specified.

**CHANGES**

No alterations in specifications or changes either for total quantify, delivery, mechanical, chemical or other details may be made without written consent of Halliburton and adjustment or confirmation of prices.

**REVISIONS**

All prices, terms and conditions are subject to change without notice prior to acceptance of the order by Halliburton.

**DISCOUNTS**

All quoted discounts are limited and applicable to commodity sales prices only. Discounts do not apply to packing charges, freight charges, etc.

**INSPECTION & EXPEDITING**

Inspection of the goods by Customer is to be made at Halliburton's works and at Customer's expense and such inspection and acceptance shall be final. Reasonable facilities will be afforded to inspectors representing the Customer. If the Customer requires expeditors, inspectors, and/or agents, Halliburton will make available personnel to assist the Customer's expeditors, inspectors, and/or agents during normal working hours at Halliburton's works and current rate charges for Halliburton's personnel will be added to the price quoted for the products, supplies and materials.

**INTELLECTUAL PROPERTY**

Customer may not reverse engineer, reverse assemble, decompile or disassemble any tool, equipment or product sold hereunder. Halliburton does not sell, license or transfer to Customer any intellectual property rights in connection with this transaction and all intellectual property used in the design and manufacture of the tools, equipment and products provided by Halliburton shall remain the intellectual property of Halliburton.

All plans, specifications and like material, attached hereto or furnished herewith, are now and shall remain the exclusive property of Halliburton. Customer hereby agrees to receive such materials with the understanding that the features and all aspects of all designs, drawing, engineering data and other technical or proprietary information, will be kept confidential. No part of said plans, specifications, blueprints or other like material, shall be used or reproduced, without the express written consent of Halliburton, signed by one of its officers.

**DESIGN CHANGES**

Halliburton reserves the right to change or modify the design of any Halliburton product, supplies and materials without obligation to furnish or install such changes or modifications on products previously or subsequently sold.

**MANUFACTURER**

All items quoted are new and unused, manufactured by/for Halliburton, unless specifically stated to the contrary.

**SEVERABILITY**

All parts hereof are severable. The invalidity of any part shall not affect the validity of any other part.

**LIMITED WARRANTY**

Halliburton warrants only title to the equipment, products and materials supplied and that the same are free from defects in workmanship and materials for one year from date of delivery. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE.** Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. This is provided the Customer furnishes all required documentation necessary to re-export the defective goods (if outside of a country of manufacture). Halliburton's warranties herein apply only to goods that are used in accordance with Halliburton's recommended installation and best practices guidelines in compliance with the specifications and tolerances specified by Halliburton. Halliburton makes no guarantee of the effectiveness of the goods. In no event shall Halliburton be liable for special, incidental, indirect, consequential or punitive damages. Notwithstanding any specification or description in its catalogs, literature or brochures of materials used in the manufacture of its products, Halliburton reserves the right to substitute other materials without notice. Halliburton does not warrant in any way equipment, products, and material not manufactured by Halliburton, and such will be sold only with the warranties, if any, that are given by the manufacturer thereof. Halliburton will only pass through to Customer the warranty granted to it by the manufacturer of such items.

**DELIVERY**

Tender to the customer or his authorized agent of commercial invoice and shipping documents, consisting of proper bills of lading or air waybill(s) and In case of "CIF" and "CIP" sales, a negotiable insurance certificate, shall constitute full and final delivery on the part of Halliburton and entitle it to payment as stated herein. Sales quoted as "Ex Works" means Halliburton fulfills its obligation of delivery when it has made the goods available at its premises (i.e. works, factory warehouse, etc.) to the Customer, unless otherwise stated, and such shall constitute full and final delivery on the part of Halliburton as provided in INCOTERMS 2000. **Sales quoted as "FCA Named City" means Halliburton fulfills its obligation of delivery when it has arranged carriage via common carrier to the first delivery point in the named city and pays the freight charges, which shall constitute full and final delivery on the part of Halliburton as provided in INCOTERMS 2000.** Under "FCA", "FAS", "FOB" "CFR", "CIF", "CPT", "CIP", and any other similar terms, if a U.S. export license is required, Halliburton will obtain such export license or other official authorization necessary for export of the goods prior to shipment when the Buyer is outside the U.S.A. **Customer must have any required import permits prior to shipment.**

Unless otherwise specified on the quote, delivery times are quoted as "Ex-works – Manufacturing Plant."

**HALLIBURTON STORAGE OF CUSTOMER-OWNED GOODS**

If the Customer specifies delivery at a Halliburton facility, the following terms shall apply (1) Title to the Goods sold hereunder and delivered to a Halliburton facility ("Customer-2

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**HALLIBURTON**

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Owned Goods”) has passed to Customer on delivery to the Halliburton facility, if not earlier per the stated delivery terms; (2) the Risk of loss of or damage to Customer-Owned Goods has passed to Customer on delivery to the Halliburton facility, if not earlier per the stated delivery terms; (3) Customer-Owned Goods may not be returned without Halliburton’s express written consent; (4) Halliburton shall take reasonable measures to identify and segregate such Customer-Owned Goods from Halliburton’s inventory, and shall not use such Customer-Owned Goods for its own account; (5) Halliburton holds such Customer-Owned Goods as a bailee, and shall have no liability in excess of a bailee’s liability at law. (6) Halliburton has no obligation to insure Customer-Owned Goods; (7) payment for Customer-Owned Goods shall be per the payment terms hereof, and shall not be contingent upon future services to be provided by Halliburton, if any; (8) the Customer has full ownership of such Customer-Owned Goods, and may remove such Goods from Halliburton’s facility upon reasonable notice to Halliburton.

## TITLE

Title shall transfer to the Customer when delivery to the Customer occurs as governed by INCOTERMS 2000, unless otherwise stated.

## TIME OF DELIVERY AND DELAYS

Shipping dates or delivery dates quoted are estimates. Halliburton shall not be liable for any delay in manufacture or delivery due to fires, strikes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, demands or requirements of any Government or due to any other causes beyond the reasonable control of Halliburton or the Manufacturer.

## CANCELLATION

Orders cannot be canceled by Customer under any circumstances without Halliburton's consent ~~and upon terms which will indemnify Halliburton against all loss~~ km

## RETURN OF GOODS

All sales are final. Neither all nor part of Customer's order may be returned to Halliburton without prior written agreement of Halliburton. In the event Halliburton shall agree to such return, Customer agrees in addition to any other requirements of Halliburton to pay all shipping charges and Halliburton's minimum restocking charge of 20% and that such goods be unused, undamaged, salable and in new condition. Under no circumstances may any goods be returned to Halliburton that are used, damaged, or otherwise, considered a special order or are not regularly stocked by Halliburton. On special items, Halliburton will attempt to advise the Customer at time of order if the products, supplies, and materials are special, but Halliburton's failure to do so shall not be taken as a denial of the fact that it is a special item. Chemical and rubber products can not be returned.

## RELEASE AND INDEMNITY

To the extent allowed by New Mexico law (insert prior to "Customer" in each of 3 highlighted "Customer") km  
To the maximum extent allowed by applicable law, Customer agrees to release Halliburton, its parent, subsidiary, affiliated companies, subcontractors and vendors and insurers and its/ their officers, directors, employees and agents herein referred to as "Halliburton Group", from liability for any and all damages whatsoever to property of any kind owned by, in the possession of or leased by Customer. Customer also agrees to defend, indemnify and hold Halliburton Group harmless from and against any and all liability, claims, cost, expenses, attorney fees, and damages whatsoever for personal injury, illness, death, property damage and loss resulting from: loss of well control; services to control a wild well whether underground or above the surface; reservoir or underground damage, including loss of oil, gas, other mineral substances or water; surface damage arising from underground damage; damage to or loss of the well bore; subsurface trespass or any action in the nature thereof; fire; explosion; subsurface pressure; radioactivity; contamination and pollution of any kind and its cleanup and control.

Customer's release, defense, indemnity and hold harmless obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault or strict liability of one or more members of the Halliburton Group, the unseaworthiness on any vessel or any defect in the data, products, supplies, materials or equipment furnished by Halliburton Group whether in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect.

## GOVERNING LAW

The validity, interpretation and construction of this agreement shall be determined by the laws of the country or jurisdiction from where the goods are shipped by Halliburton. All disputes, differences or questions arising out of or relating to this agreement or the validity, interpretation, breach, violation or termination thereof, if not finally settled by mutual agreement of the parties hereto within thirty (30) days, shall be finally and solely determined and settled by arbitration in [City where Manufacturing plant is located] in accordance with the UNCITRAL Rules of Arbitration. Each party shall appoint one arbitrator and the two arbitrators, in turn, shall chose a third arbitrator to preside over the arbitration. The arbitral proceedings shall be conducted in English. The parties acknowledge by this Agreement that any award rendered hereunder shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

## FORCE MAJEURE

Halliburton shall not be responsible for any delay or non-performance due to governmental regulation, labor disputes, war or war-like actions, civil disturbances or riots, weather, fire, acts of God or any other causes beyond the reasonable control of Halliburton.

## MODIFICATIONS

Customer agrees that Halliburton shall not be bound by any changes or modifications in these terms and conditions, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

## WAIVER

Delay in enforcing any or all of the above terms and conditions shall not constitute a waiver nor preclude any subsequent enforcement. Failure to take prompt action with respect to any act or omission contrary to these terms and conditions shall not constitute a waiver of any right respect to such act or omission or any subsequent act or omission.

## RESULTING ORDERS

Any resulting order should reference this quotation and be addressed to the attention of the undersigned at the address shown on the quotation heading.