Halliburton Latin America S.R.L.
Calle 113 # 7-80 Torre AR Piso 3
110111 BOGOTA DC (BOG),BOGOTÁ, D.C.
COLOMBIA

QUOTATION No.: 22841180
DO NOT PAY FROM THIS QUOTATION
Quotation Date: 31-May-2021
Currency: American Dollar
Valid From: To: 30-Jun-2021
Payment Terms: Net 30 days from Invoice date

BILL TO: 351423
SERVICIO GEOLOGICO COLOMBIANO
DIAGONAL 53 NO 34-53
BOGOTA DC (BOG),BOGOTÁ, D.C.
COLOMBIA

SHIP TO: 2541417
Servicio Geologico Colombiano
Diagonal 53 No 34-53
BOGOTA DC (BOG),BOGOTÁ, D.C.
COLOMBIA

Line	Part Number	Description	Qty	Unit Rate	Total Value
	Coverage Period:				**5 Mo.**
10	P5K7PBMDSBM1USER	5K7 MDS Base Sys - Single Co/C	13	55.151,80	55.151,80
	Coverage Period:				**5 Mo.**
20	P5K7PBMDSWLM1USER	5K7 MDS Well Log - Single Co/C	3	8.054,60	8.054,60
	Coverage Period:				**5 Mo.**
30	P5KXRAVEN	P5K Recall Auto Verifiy Pkg (R	3	15.812,50	15.812,50
	Coverage Period:				**5 Mo.**
40	P5KXBORHLCORPDB	P5K Recall Borehole Corporate	3	17.250,00	17.250,00
	Coverage Period:				**5 Mo.**
50	P5KXRUNTIME	5K Recall Runtime	3	10.493,75	10.493,75
	Coverage Period:				**5 Mo.**
60	P5KXIMPETUS	P5K Recall IMPETUS	3	10.062,50	10.062,50
	Coverage Period:				**5 Mo.**
70	P5K7PBMDSPRE1USER	5K7 MDS Pre Seismic - Single C	3	12.120,43	12.120,43
	Coverage Period:				**5 Mo.**
80	P5K7PBMDSPOST1USER	5K7 MDS PS Seismic - Single Co	3	20.168,99	20.168,99
	Coverage Period:				**5 Mo.**
90	P5K7PBMDSAS1USER	5K7 MDS Arch Serv - Sngle Co/C	3	8.054,60	8.054,60
	Coverage Period:				**5 Mo.**
100	P5K7PEXPPB	5K7 PowerExplorer for Petroban	15	31.729,94	31.729,94
	Coverage Period:				**5 Mo.**
110	P5KDSISENT4CORE	5K DS Int Srv Enterprise 4 Cor	1	9.487,50	9.487,50
	Coverage Period:				**5 Mo.**
120	PDSAENT4CORE	DS Analytics Enterprise 4 Core	1	9.200,00	9.200,00

Halliburton Latin America S.R.L.
Calle 113 # 7-80 Torre AR Piso 3
110111 BOGOTA DC (BOG),BOGOTÁ, D.C.
COLOMBIA

QUOTATION No.: 22841180

Quotation Date: 31-May-2021
Currency: American Dollar
Valid From: To: 30-Jun-2021

BILL TO: 351423
SERVICIO GEOLOGICO COLOMBIANO
DIAGONAL 53 NO 34-53
BOGOTA DC (BOG),BOGOTÁ, D.C.
COLOMBIA

SHIP TO: 2541417
Servicio Geologico Colombiano
Diagonal 53 No 34-53
BOGOTA DC (BOG),BOGOTÁ, D.C.
COLOMBIA

Total in USD	207.586,61

All prices are exclusive of applicable sales tax, use tax, VAT, import duties or withholdings.

By signing below, SERVICIO GEOLOGICO COLOMBIANO commits to rent/subscribe (whichever is applicable) items as listed in the Quotation# 22841180 in the amount of $ 207.586,61 , excluding any applicable freight, insurance, and taxes. In addition, this quotation is subject to and contingent upon Halliburton Latin America S.R.L.'s standard terms and conditions, and your acceptance or any purchase order, not withstanding the terms and conditions contained therein, issued in connection with or arising from this quotation shall be acceptance of Halliburton Latin America S.R.L.'s standard terms and conditions until such time both parties agree in writing to the amendment of such terms and conditions.

PLEASE NOTE: Where a purchase order is being supplied the following statement must be included:- This purchase order is acceptance of Landmark quote number 22841180, including the Landmark terms and conditions attached to it.The Landmark terms and conditions exclusively govern this transaction regardless of any legal terms included with this purchase order.

NOTES TO CUSTOMER:

Quote valid up June 30/2021

_____
Customer Name

_____
Customer Signature

_____
Customer Title

_____
Date

STANDARD TERMS AND CONDITIONS
RENTAL OF SOFTWARE LICENSES

Upon acceptance of a Quotation referencing these Standard Terms and Conditions (the Agreement"), Halliburton shall grant to Customer the right to rent license of the Software Products described in the Quotation, as well as provide the Customer maintenance and support services for such Software Products, subject to full compliance with the following terms and conditions, regardless of any legal terms added by Customer including those on a subsequent purchase order or similar document. Each of Halliburton and Customer may be referred to individually as a Party, and collectively as the Parties.

1.DEFINITIONS.

1.1 "Customer" shall mean the entity identified in the Quotation.

1.2 "Fees" shall mean the license fees or other charges set out in the Quotation.

1.3 "Halliburton" shall mean Halliburton Worldwide GmbH and its Affiliates. The term "Affiliate", when used with respect to Halliburton, shall mean any legal entity directly or indirectly controlled by, controlling, or under common control with Halliburton as identified on the Quotation.

1.4 "Quotation" shall mean the schedule of Software Products referencing this Agreement.

1.5 "Software" shall mean the computer software identified in the Quotation, and Updated Software delivered to Customer by Halliburton, and/or utility software not specifically identified. Whenever a single, specific type of Software is referenced, the term Software Product shall apply.

1.6 "Software Maintenance and Support Services" shall mean maintenance and support services provided by Halliburton to Customer pursuant to this Agreement as further defined below.

1.7 "Updated Software" shall mean a version of the Software which may contain standard releases, patches, bug fixes, error corrections, modifications, alterations or deletions and therefore differs from the version in Customer's possession. Updated Software does not include any replacement software products separately priced, any new software products separately priced, any additional options separately priced, or any software having substantially new or different functions.

2.TERM.

2.1 Halliburton will provide a rental license and Software Maintenance and Support Services for the period of time specified in the Quotation ("Term"). The rental license and Software Maintenance and Support Services shall begin when Halliburton delivers the Software to the Customer and Customer has agreed to be bound by the terms of this Agreement.

2.2 Customer specifically commits to pay for rental licenses for the Term as specified in the Quotation; provided, however, that in case of conflict between the terms set forth in the Quotation and the terms set forth in this Agreement, the terms in this Agreement shall be deemed controlling.

3. DELIVERY AND PAYMENT.

3.1 If Customer elects to have the Software delivered via electronic download (including electronic download followed on by redundant copies on physical media), delivery will be FCA the Software Manager ("LSM"). If Customer elects to have the Software delivered on physical media, delivery will be FCA
Halliburton's facility. Customer is responsible for all charges forward, including all sales, use or excise taxes, duties, licenses, transportation, insurance and similar charges. If Customer is exempt from any taxes, Customer must provide Halliburton with the necessary documentation required by the taxing authority to sustain such an exemption.

3.2 If the Software is delivered via electronic download (including electronic download follwed by redundant copies on physical media), risk of loss of the Software passes to Customer upon delivery of the Software at the LSM. If the Software is delivered on physical media, risk of loss passes to Customer upon delivery to the first carrier. Title to Software remains with Halliburton at all times.

3.3 Customer shall pay, in addition to the Fees, any tariffs, sales and/or use taxes, value added taxes or any other taxes or levies imposed by a governmental agency with respect to the Software or Software Maintenance and Support Services. If Customer is exempt from any taxes, Customer must provide Halliburton with the necessary documentation required by the taxing authority to sustain such an exemption.

3.4 Unless Halliburton requires special credit terms, Customer must pay the Fees as specified in the Quotation within twenty (20) days from the date of Halliburton's invoice or as otherwise stated on the Quotation. Halliburton may require Customer to provide irrevocable letters of credit, cash in advance or other forms of security.

3.5 Halliburton shall provide the Software Maintenance and Support Services as described in this Agreement.

3.6 Should Customer become more than thirty (30) days delinquent in the payment of any sum due Halliburton pursuant to this Agreement or any other agreement between Halliburton and Customer, Halliburton may (a) suspend performance under this or any other related agreement between Halliburton and Customer after ten (10) days from the date of written notice of the proposed suspension to Customer and (b) invoice Customer for interest on any unpaid balance from the date payable until paid at the lesser of 18% per annum or the highest lawful contract rate applicable. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay reasonable and necessary attorney fees, plus all collection and court costs.

4. WARRANTY.

4.1 Software warranty period is ninety (90) days from the date of delivery.

4.2 Halliburton warrants that the Halliburton-owned Software was developed with reasonable diligence and skill, and that it substantially conforms to published documentation and source files. If Customer notifies Halliburton in writing during the Software warranty period of substantial non-conformance of Halliburton-owned Software to published documentation and source files, Halliburton will, at its option, repair or replace the affected Software Product. Except as expressly provided above, the Software is deemed accepted AS-IS without any further warranty.

4.3 These warranties do not cover any defects or resulting damage caused by installation or use of hardware or software not furnished by Halliburton, accident (including damage during shipment), neglect, misuse or abuse, or exposure to conditions beyond the environmental, power and operating constraints specified by Halliburton. Furthermore, these warranties do not cover defects or failure resulting from modification or installation by any person or entity other than Halliburton or its authorized representative.

4.4 Halliburton does not warrant that the operation of the Software will be uninterrupted or error free or that Halliburton will correct all errors. Halliburton does not warrant that the Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. Halliburton does not warrant any third party software even if included with other Halliburton-owned Software. However, the original supplier may provide their own warranties as specified in the documentation accompanying such third party Software.

4.5 Halliburton further warrants to the Customer that Halliburton will perform the Software Maintenance and Support Services described herein in accordance with the terms of this Agreement.

4.6 THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. HALLIBURTON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

5. SOFTWARE RENTAL LICENSE.

5.1 In consideration of payment of the Fees stated in the Quotation, Halliburton will provide Customer with a security device, license key(s) or password(s) corresponding to the Software Products and number of licenses listed on the Quotation.

5.2 Halliburton grants to Customer a nonexclusive, non-transferrable license to use the object version of the Software solely for Customer's own internal use during the term of this Agreement. Customer may:

a) install and use the Software on a single computer at the "Ship to" described in the Quotation. If the Customer's single computer acts as a network server, then any number of users can access that network server for no additional license fee or charge if the users are located in the same country as the "Ship to" site. If the Customer's license server is accessed by users from outside that country, the Customer must purchase a wide-area network ("WAN") license;

b) copy the Software into machine-readable or printed form for backup, provided that all copies and partial copies include Halliburton's copyright notices;

c) except for training books and materials, copy the documentation as required for Customer's internal use only, provided that all copies shall include Halliburton's copyright notices; and

d) run multiple operating system ("OS") environments on a single physical hardware system such as a license server if Customer has Virtual machine ("VM") technology. Current VM technologies permit the Customer to run multiple OS environments (and copies of the same software applications) on the same license server. If Customer is going to install and use Halliburton Software on a VM, Customer agrees to the following:

(i) Customer shall not duplicate the Software or the license file in order to run it on more than one (1) OS environment under a single license. For sake of clarity, the Customer is only entitled to run the number of licenses purchased.

(ii) If Customer installs Software on a VM, Customer's use of that Software will remain subject to the same use restrictions (e.g., the Software cannot be reverse engineered, decompiled or disassembled) and the same export control requirements as set forth in the original license terms and conditions for that Software.

5.3 Except as provided in Section 5.2, Customer shall not:

a) copy, modify, merge, reverse engineer, reverse assemble, decompile or disassemble the Software;

b) distribute, publish, transfer, timeshare, sublicense or make the Software or documentation available to other entities, organizations or persons;

c) transfer the Software to another site without approval of Halliburton and payment of the applicable fee; or

d) publish any results of tests run on theSoftware.

5.4 If Customer is located in a country requiring registration of Software licenses with government authorities, Customer is responsible for meeting all such requirements.

6. DESCRIPTION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES.

6.1 Scope of Software Maintenance and Support Services. During the term of this Agreement, and subject to full compliance with the terms and conditions of this Agreement, Halliburton will provide Customer with Software Maintenance and Support Services for all Software Products listed on a Quotation referencing this Agreement. Customer agrees to use the Software in accordance with the published documentation and specifications. Nothing herein shall be construed to require Halliburton to provide Software Maintenance and Support Services for any operating system software or Software running on hardware platforms not supported by Halliburton. Although Halliburton may attempt to resolve application issues related to non-supported platforms, any problems requiring extensive support and problem resolution, up to and including call resolution and dispatched personnel, will be charged to Customer at Halliburton's standard hourly rate. Halliburton is not obligated to provide Customer with special patches or Updated Software for applications residing on non-supported platforms. Nothing in this Agreement shall be construed as to require Halliburton to dispatch personnel to Customer's site or otherwise provide on-site services, which if mutually agreed shall be governed by the terms and conditions of a separate consulting services agreement.

6.2 Updated Software. During the term of this Agreement, Hallibuton will make available to the Customer any Updated Software and related documentation, including any release notes and any interim reports of significant errors and corrections. Customer acknowledges and understands that Updated Software documentation is currently only offered in digital format. Customer is responsible for its own integration and implementation of any Updated Software that is made available. Customer agrees that all licensed copies of any particular Software Product residing on the same network server will be maintained to the same version at all times. Customer also acknowledges and understands that Updated Software may not be backwards compatible with earlier versions, and may not function properly in mixed version environments.

6.3 Applications Support Line. During normal business hours of the local Halliburton support center, Halliburton will respond to questions about Halliburton Software usage. Halliburton will respond to Customer as soon as reasonably possible after receipt of Customer's request for support. Extended hours support is available for an additonal fee.

6.4 Obsolescence. Customer is advised to use the most current Updated Software made available by Halliburton. Halliburton shall only be obligated to support the most current updated versions of Software Products. Halliburton may, at any time, terminate support for a superseded release or earlier version of a Software Product. Halliburton may terminate Software Maintenance and Support Service for an entire Software Product upon a minimum thirty (30) day's notice. In the event that Software Maintenance and Support Services are terminated for one or more of the Software Products covered by this Agreement, this Agreement will remain in effect through the then current contract term.

7. PROPRIETARY RIGHTS, PATENTS AND COPYRIGHTS, CONFIDENTIALITY.

7.1 Customer acknowledges that Halliburton is the sole and exclusive owner of, or otherwise has legal right to, the Software and all patents, copyrights, trade secrets, trademarks, and other intellectual properties and proprietary rights therein. No title to or ownership of the Software or the patents, copyrights, trade secrets, trademarks, or other proprietary rights contained therein is transferred to Customer by this Agreement.

7.2 Customer acknowledges and agrees that its use of the Software Products may contain components manufactured or owned by companies and/or individuals ("Suppliers") other than Halliburton ("Third Party Software"). Such Third Party Software shall be governed by the applicable end user license terms of the Third Party Software and Customer hereby agrees to be bound by such terms.

7.3 Halliburton will defend Customer, at Halliburton's expense, against any claim or suit alleging that any Software Product infringes upon a patent or copyright granted by the United States of America. Halliburton will pay all costs and any damages finally awarded, provided Customer gives Halliburton prompt written notice of such claim, reasonable information and assistance, and sole authority to defend or settle the claim. In the defense or settlement, Halliburton may obtain for Customer the right to continue using the Software Product, or replace or modify it (without substantially changing its original functions) so that it becomes non-infringing. If such remedies are not reasonably available, and if Customer returns the Software Product, Halliburton will give Customer a pro rata refund for such Software Product based on the remaining rental term. Halliburton is not liable if the alleged infringement is based on modifications to the Software or use of such Software in combination with products not furnished by Halliburton.

7.4 Customer agrees that the Software is confidential and proprietary information in which Halliburton claims trade secret rights and that the Software is disclosed to Customer on a confidential basis. Customer shall keep the Software confidential and prevent the Software from being (a) used except as permitted by the license granted herein, or (b) disclosed to any person or entity other than Customer's employees or agents solely for the purposes of Customer's permitted use of the Software. Customer's obligations of confidentiality under this Agreement do not apply to any information or material provided to Customer by halliburton hereunder, which (i) is or becomes, through no fault of Customer, part of the public knowledge; (ii) is made or becomes available to Customer from a third party lawfully in possession of same and having no obligation of confidentiality to Halliburton with respect thereto; or (iii) is already in Customer's possession in written form prior to disclosure to Customer by Halliburton hereunder without obligation of confidentiality. Customer shall protect the Software from theft, misappropriation, and unauthorized reproduction. Customer may not transfer the Software to another party without first obtaining Halliburton's express written approval; and in the event that Halliburton grants permission to transfer, Customer agrees to assure that the receiving party is bound to like obligations of confidentiality with respect to the Software. It is expressly understood that the obligation of confidentiality will survive any termination or cancellation of this Agreement.

7.5 Customer consents to Landmark listing them in their promotional materials and press releases related to its good and services.

8. LIMITATIONS OF LIABILITY.

IN NO EVENT WILL HALLIBURTON OR ITS SUPPLIERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, PROFITS OR USE OF HARDWARE OR SOFTWARE). Customer accepts full responsibility for any investment or decisions made based on use results from the Software. Any interpretations or analyses of geophysical or other Customer data, and any recommendation or reservoir description based upon such interpretations or analyses are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional geoscietists may differ. Accordingly, Halliburton cannot and does not warrant the accuracy, correctness or completeness of any such interpretation, recommendation or reservoir description As such, any interpretation, recommendation or reservoir description resulting from the Software for the purpose of any drilling, well treatment, production or financial decision will be at the sole risk of Customer.

If Customer's contractual remedies fail of their essential purpose, Halliburton's sole obligation is to return the amount Customer paid for the Software and accept the return of the Software. Under no circumstances will Halliburton or its suppliers be liable for damages exceeding amounts Customer paid for the Software Product giving rise to the claim. Any action against Halliburton for claims under this Agreement must be brought within eighteen (18) months after the cause of action accrues.

9. DEEMED EXPORT AND SANCTIONS COMPLIANCE

Customer acknowledges that the Software covered by this agreement is subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the U.S. Department of Commerce’s Bureau of Industry and Security ("BIS") and other applicable U.S. export control laws and sanctions regulations, including, but not limited to, those administered by the U.S. Treasury Department’s Office of Foreign Assets Control ("OFAC") ("Trade Restrictions"). Customer may not use, transfer, export or re-export any Software without first obtaining any required authorization from the U.S. Department of Commerce and/or the U.S. Department of Treasury, as applicable.

Customer further certifies that Software covered under this agreement will NOT be used for exploration or production for Deepwater, Arctic offshore or shale projects that:

(1) Have the potential to produce oil or gas in Russia, or in maritime area claimed by Russia and extending from its territory, including, not limited to, the Yuzhno-Kirinskoye Field; or
(2) that are initiated on or after January 29, 2018 and that have the potential to produce oil in any location, and in which a company that is subject to Directive 4 of Ukraine-/Russia-related sanctions administered by OFAC has a 33% or greater ownership or ownership of majority of the voting interests.
Customer confirms that it shall disclose the End User sites where the Software will be used (if different from Customer's site).

Without limitation to the foregoing, Customer certifies that:

a) Customer is not: (i) incorporated, located or ordinarily resident in any jurisdictions subject to comprehensive US sanctions which such jurisdictions may change from time to time - currently; Crimea, Cuba, Iran, North Korea, or Syria ("Sanctioned Territories"); (ii) owned or controlled by or acting on behalf of the governments of Sanctioned Territories; (iii) identified on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the US Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List; or (iv) who is otherwise majority owned or controlled by any of the foregoing (together "Restricted Persons").

b) Customer shall not export, re-export, ship, transfer, sell or permit access, directly or indirectly, to the Software, to or for the benefit of any Restricted Person, or otherwise use the Software in, or in connection with any project or transaction involving, any Sanctioned Territory.

c) Customer shall not use or allow any third party to use the Software for any purpose prohibited by applicable Trade Restrictions, including, but not limited to, military, nuclear, chemical, missile or biological weapons related end uses.

These assurances and commitments will survive termination of this Agreement.

10. TRAVEL AND RELATED CHARGES.

Halliburton's support technicians will not be required to visit the Customer's site unless in Halliburton's determination the error cannot be identified by other means. If travel is necessary, Customer shall reimburse Halliburton for actual travel expenses and necessary lodging and meals at Halliburton's local per diem rate. Halliburton will invoice Customer for such expenses upon completion of the service call and Customer shall make payment within twenty (20) days of the date of such invoice.

11. TERMINATION.

11.1 Customer may terminate this Agreement for cause upon 30 days written notification to Halliburton after allowing Halliburton the opportunity to cure any default.

11.2 Halliburton may terminate this Agreement if Customer fails to comply with these terms and conditions, provided Halliburton has given Customer ten (10) days notice prior to the proposed termination, during which time Customer fails to cure the breach to Halliburton's reasonable satisfaction.

11.3 Upon termination for any reason, Customer must destroy all Software copies and documentation, including modified and merged portions thereof in any form and provide to Halliburton written confirmation of such destruction.

11.4 Software Maintenance and Support Services for any Software Product shall terminate automatically, without notice, upon the termination or expiration of the license.

11.5 Termination does not relieve Customer of its obligation to pay all Fees attributable to the Term, or for any previously delivered Software. Upon termination, Customer agrees to reimburse Halliburton for any costs incurred in cancelling or rescheduling Customer's order.

11.6 Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

12. GENERAL.

12.1 Force Majeure. Except for the obligation of payment, neither Party will be liable for non-performance caused by circumstances beyond their reasonable control, including without limitation work stoppages, delays in transportation, terrorist acts, delay in delivery by vendors, fire, civil disobedience, war, epidemics or acts of nature.

12.2 Audit. Halliburton may, upon reasonable notice, request an audit of the installation locations of the Customer relating to the use of the Software under this Agreement. Customer will have the right to exclude any trade secrets or sensitive business information from the audit. Any audit performed will be reasonable in duration, and performed during normal working hours when done at Customer's facilities.

12.3 Entire Agreement. This Agreement and any Quotation referencing this Agreement constitute the entire agreement between the Parties with respect to this subject and supersede and cancel all prior agreements or understandings (whether oral, written or electronic), as well as any different, conflicting or additional terms which appear on any purchase order or form Customer submits (except that quantities, dates, installation location and means of transportation may be specified by Customer's purchase order and Halliburton's acknowledgment).

12.4 Amendment and Waiver. This Agreement may only be amended by written agreement between the Parties. The Parties may waive provisions of this Agreement in writing only. Any waiver of any provision of this Agreement shall not be deemed a waiver of any subsequent rights in this Agreement.

12.5 Notice. All notices, authorizations and requests by both Halliburton and Customer in connection with this Agreement will be deemed given on the day they are transmitted to the other Party at the address as stated on the Quotation. Notice shall be sent via email to Halliburton at LandmarkCOS@halliburton.com and if to Customer to the address stated on the Quotation.

12.6 Savings Clause. If any section of this Agreement or the application thereof shall be invalid or unenforceable, in whole or in part, the remainder of this Agreement or the application thereof shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12.7 Governing Law. This Agreement is governed by and construed in accordance with the laws of England and Wales, exclusive of conflict of laws principles. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration effective at the time notice of arbitration is served. The Parties expressly agree that the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods do not apply to the Agreement or to transactions processed under the Agreement.

12.8 Injunctive Relief. The Parties acknowledge that breach of this Agreement may result in irreparable harm and loss, and upon a breach of this Agreement the non-breaching Party shall be entitled to immediate injunctive relief from a court of competent jurisdiction, which is in addition to, not in lieu of remedies at law.

12.9 Assignment. Customer shall not sell, sublicense, assign, mortgage, encumber or otherwise transfer, including by operation of law, this Agreement, in whole or in part, or any Software Product or copies thereof, without the prior written consent of Halliburton. Any attempt by Customer to sell, sublicense, assign or transfer any of its rights, duties or obligations under this Agreement, or any Software Product or copies thereof, in whole or in part, shall be void and Customer's license shall automatically terminate. This Agreement shall inure to the benefit of the successors and assigns of Halliburton.