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9.1 This Agreement shall be governed by and construed in accordance with the laws of: (i) the State of New York, if Licensee has a primary residence, or is incorporated in the USA; or (ii) England and Wales, if Licensee has a primary residence, or is incorporated outside the USA; excluding in any case conflict of law rules. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted by any State, will not apply to this Agreement.

9.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be: (i) New York, N.Y., if Licensee has a primary residence, or is incorporated in the USA; or (ii) Geneva, Switzerland, if Licensee has a primary residence, or is incorporated outside the USA. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. This Section shall in no way be construed to



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9.4 This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

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9.6 No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement will constitute consent to any prior or subsequent breach.

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9.8 The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by BHGE.

9.9 If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect.

9.10 In any case where any notice, approval, agreement or other communication is required or



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9.12 Except as otherwise provided in Article 2 and Section 3.3, this Agreement, including any documents incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior or contemporaneous communications, including all prior agreements, between the parties with respect to such subject matter. Any additional or different terms presented by Licensee are expressly objected to and shall not be binding upon BHGE unless expressly accepted in writing by BHGE's authorized representative.

9.13 BHGE shall not be liable to Licensee for any delay or failure to perform arising out of causes beyond its reasonable control, including riots, vendor nonperformance, epidemics, unusually severe weather, fire, flood, power outages, network outages, war, acts of the enemy or terrorists, embargoes or work stoppages, labor disputes or strikes.

9.14 Licensee shall comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement. Without limiting the foregoing, Licensee agrees that it shall not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea, (iii) the region of Crimea, or (iv) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause shall apply regardless of the legality of such a transaction under local law. Except





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