

SOFTWARE AGREEMENT

FOR

UNIVERSITY

BETWEEN

HANOI UNIVERSITY OF MINING AND GEOLOGY

AND

SCHLUMBERGER SEACO INC

AGREEMENT

This AGREEMENT (hereinafter referred to as the "Agreement") is made and effective on 1. Oct. 2014, by and between:

HANOI UNIVERSITY OF MINING AND GEOLOGY (HUMG)

DONG NGAC, TU LIEM, HANOI

VIETNAM

Tel: 84 4 3-7520834

Fax: 84 4 3-7520834

hereinafter referred to as "University/Institution/ Customer", and

SCHLUMBERGER SEACO INC.

ICAZA, GONZALEZ-RUIZ & ALEMAN

8 CALLE AQUILINO DE LA GUARDIA, CITY OF PANAMA

REPUBLIC OF PANAMA

hereinafter referred to as "Schlumberger/Company"

University/Institution and Schlumberger/Company is hereinafter referred to as individually a "Party" and collectively "Parties"

WHEREAS

For education and research purposes, Schlumberger is providing access to software licenses for Petrel, Techlog, ECLIPSE, PIPESIM and OFM software modules and hardware that would be utilized for research and training purposes of the University's students.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties herein contained, the Parties hereby agree to enter into the Agreement with details bellows

1. AGREEMENT DOCUMENT**1.1 This Agreement comprises:**

- (i) This Agreement (Article 1 to Article 7);
- (ii) Exhibit 1 Software List
- (iii) Exhibit 2 Hardware List
- (iii) Exhibit 3 Terms and Conditions for Software Use and Maintenance by Educational Institutions
- (vi) Exhibit 4 Terms and Conditions for Hardware

1.2 All Exhibits are hereby attached and incorporated to the Agreement.**1.3 Should there be any conflict, discrepancy, inconsistency or ambiguity between any Agreement documents, and unless expressly provided otherwise, priority shall be given in the order of precedence with a range as follow:**

- 1.3.1 This Agreement which comprise of Article 1 to Article 7;
- 1.3.2 Exhibit 1, 2, 3, 4.

2. TERM

The Agreement shall continue in force for **three (03) years** on and from the date first shown above (Effective Date).

3. SCHLUMBERGER OBLIGATIONS

- 3.1 Schlumberger will provide Software listed in Exhibit 1 and Hardware listed in Exhibit 2 to University with free of charge.
- 3.2 Notwithstanding any provisions to the contrary contained herein, the University agrees that it accepts the software and the hardware "as is". The University shall have no recourse, claim or action against Schlumberger in the event that the software fails to perform in the manner the University intended it to and/or for any deficiencies in the software or hardware.

4. UNIVERSITY OBLIGATIONS

- 4.1 The University expressly agrees that provision of maintenance and supply of upgrade services to the University shall be entirely at the discretion and convenience of Schlumberger. If requested by the University, Schlumberger may agree to provide the same.
- 4.2 Notwithstanding anything herein to the contrary, the University agrees that it shall use the software only for educational and research purposes and that any commercial use of the software is strictly prohibited. Commercial use includes, but not limited to providing access (whether on line or off line or through copies) to the software to parties who are not the University Personnel or who are otherwise not affiliated with the University or utilizing the Software to convert or process data or providing a service utilizing the Software for the benefit of a third party who is not the University Personnel or the use by the University or the University Personnel of the Software in any fashion except to further the educational and research purposes of the University.
- 4.3 The University represents that it is a government institution approved under the applicable laws and regulations of the Socialist Republic of Vietnam, and is authorized to receive awards, donations, and gifts pursuant to approval of the University Board, and shall support this representation by providing to Schlumberger the necessary documents and proof to this effect.
- 4.4 The University agrees to conduct the following during the term of the Agreement
- re-design the software lab to ensure the lab is conducive for learning purposes.
 - Send its personnel to participate in Schlumberger technical events and present 5 papers yearly on researches and findings using the donated Schlumberger Software.
 - ~~send its top-quality students for Schlumberger recruiting exercise~~
 - organize quarterly workshops for Schlumberger to present Software technology to its personnel
 - participate in any open innovation initiative effort by Schlumberger i.e. the development of technology, such as Ocean plug in to customize the usage of technology
- 4.5 The University shall be responsible for the custom clearance and custom duties and any other charges in respect of the provision of the software modules or hardware. *

5. UNIVERSITY BENEFITS

During the Agreement term, the University is entitled to the following benefits:

- The University lecturers and students can access the latest Schlumberger technologies as well as training, coaching and support resources
- The University students will gain real-world experiences that give them a head-start on productive careers in oil and gas
- Quarterly guest lectures from Schlumberger experts on selected important industry subjects
- Scheduled technical and software training for lecturers
- Strong collaboration with industry's expertise and leaders

6. TERRITORY

This Agreement shall apply to products and services provided for use in the Socialist Republic of Vietnam.

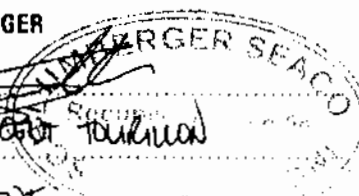
7. ENTIRE AGREEMENT

The Agreement sets forth the entire understanding between the parties hereto and supersedes any prior and collateral agreements concerning the subject matter hereof. The Agreement may only be modified in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals.


Signature.....
Name..... PGS.TS Lê Hải An
Title..... Rector

FOR SCHLUMBERGER


Signature.....
Name.....
Title..... President

SAO Y BẢN CHÍNH

Số:...../MDC ngày.....tháng.....năm 20.....
TLHIỆU TRƯỞNG TRƯỞNG ĐH MỞ - ĐỊA CHẤT



PHÓ TRƯỞNG PHÒNG HCTH
Ths. Dương Thị Tuyết Nhung

Presented by

Signature.....
Name..... Sujit Kumar
Title..... General Manager - Vietnam
Date..... 1st October 2014

EXHIBIT 1 - SOFTWARE LIST

Model #	Module	Number of Licenses	Unit Price	Total Value	Maintenance Per Year
Petrel					
ACCS-B1	Combined Core System	10	\$ 78,123	\$ 781,232	\$ 469,325
AWDN-B1	Well Design	10	\$ 18,313	\$ 183,128	\$ 110,014
ADA5-B1	Data Analysis	10	\$ 9,635	\$ 96,350	\$ 57,882
ASIM-B1	Surface Imaging (Satellite Images)	10	\$ 7,709	\$ 77,085	\$ 46,309
AECL-B1	Classification and Estimation	10	\$ 19,269	\$ 192,686	\$ 115,756
G&G					
ASVI-B1	Seismic Interpretation	10	\$ 19,269	\$ 192,686	\$ 115,756
ASTB-B1	Structural Framework Builder		\$ -		
AGDC-B1	Domain Conversion	10	\$ 9,635	\$ 96,350	\$ 57,882
ASWT-B1	Seismic Well Tie	10	\$ 8,759	\$ 87,588	\$ 52,618
ASCS-B1	Seismic Sampling	10	\$ 7,709	\$ 77,085	\$ 46,309
ASVR-B1	Seismic Volume Rendering & Extraction	10	\$ 19,880	\$ 198,801	\$ 119,430
AMAT-B1	Multitrace Attributes	10	\$ 21,807	\$ 218,066	\$ 131,003
AASI-B1	Structural Interpretation	10	\$ 34,684	\$ 346,842	\$ 208,365
AWCR-B1	Well Correlation	10	\$ 9,635	\$ 96,350	\$ 57,882
AFMD-B1	Facies Modeling	10	\$ 19,269	\$ 192,686	\$ 115,756
APHM-B1	Petrophysical Modeling	10	\$ 23,121	\$ 231,215	\$ 138,902
AFRD-B1	Discrete Fracture Modeling	10	\$ 23,887	\$ 238,869	\$ 143,501
RE					
APFS-B1	FrontSim Locked	10	\$ 36,609	\$ 366,093	\$ 219,930
AHMA-B1	History Match Analysis	10	\$ 9,635	\$ 96,350	\$ 57,882
AAGR-B1	Advanced Gridding and Upscaling	10	\$ 19,269	\$ 192,686	\$ 115,756
AMSA-B1	Sensitivity Analysis/ Uncertainty	10	\$ 14,413	\$ 144,126	\$ 86,584
Techlog					
ATLB-G1	Techlog Base	10	\$ 30,510	\$ 305,100	\$ 183,289
Platform Utilities					
ATDP-G1	TechData Plus	10	\$ 13,395	\$ 133,947	\$ 80,469
ATPY-G1	Techlog Python	10	\$ 22,324	\$ 223,236	\$ 134,109
ATST-G1	TechStat	10	\$ 13,395	\$ 133,947	\$ 80,469
ATDV-G1	3DVue	10	\$ 13,395	\$ 133,947	\$ 80,469
ATFM-G1	Field Map	10	\$ 14,882	\$ 148,824	\$ 89,406
Application Modules					
ATQT-G1	Quantl	10	\$ 13,395	\$ 133,947	\$ 80,469
ATQM-G1	Quantl.Elan	10	\$ 37,206	\$ 372,060	\$ 223,515
ATCR-G1	TechCore	10	\$ 26,789	\$ 267,894	\$ 160,937
ATPS-G1	Ipsom	10	\$ 17,859	\$ 178,592	\$ 107,289
ATKM-G1	K.mod	10	\$ 17,859	\$ 178,592	\$ 107,289
ATGP-G1	Geophy	10	\$ 17,859	\$ 178,592	\$ 107,289
ATBM-G1	Wellbore Imaging	10	\$ 41,418	\$ 414,180	\$ 248,819
AT3P-G1	Pore Pressure Prediction	10	\$ 13,395	\$ 133,947	\$ 80,469
ATFP-G1	FPress	10	\$ 22,324	\$ 223,236	\$ 134,109
ATNM-G1	NMR	10	\$ 17,859	\$ 178,592	\$ 107,289
ATTB-G1	Thin-Bed Analysis	10	\$ 22,324	\$ 223,236	\$ 134,109
ATFC-G1	Fluid Contact	10	\$ 19,348	\$ 193,482	\$ 116,234
ATSM-G1	Saturation-Height Modelling	10	\$ 22,324	\$ 223,236	\$ 134,109
ECLIPSE					
A1EC-P1	Eclipse Core Simulator (Eclipse 100)	10	\$ 105,978	\$ 1,059,777	\$ 636,661
ACE3-P1	Compositional	10	\$ 63,586	\$ 635,864	\$ 381,900
A2LG-P1	Local Grid Refinement	10	\$ 42,390	\$ 423,900	\$ 254,658
AEPP-P1	Parallel ECLIPSE (8)	5	\$ 142,872	\$ 714,359	\$ 429,151
A2GF-P1	Gas Field Operations	10	\$ 21,196	\$ 211,964	\$ 127,337
ASPV-P1	PVTI	10	\$ 31,794	\$ 317,939	\$ 190,954
Production Engineering					
AWPA-J1	PIPESIM Base System	10	\$ 31,794	\$ 317,939	\$ 190,954
ANWA-J1	PIPESIM Network Analysis	10	\$ 24,760	\$ 247,604	\$ 148,748
OASN-B1	OilField Manager (OFM)	10	\$ 20,137	\$ 201,366	\$ 120,971
Grand Value				\$12,215,563	\$ 7,338,309
TOTAL				\$	19,553,871

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EXHIBIT 2- HARDWARE LIST

Accessories				
1	Dell Monitor UltraSharp U2412M 24" W	Brand new	10	4,500.00
	Dell MS111 USB Optical Mouse	Brand new	10	
	Dell USB Keyboard	Brand new	10	
Machine				
2	Dell Mobile Workstation			0
	Dell Mobile Precision M4600	Used	3	
	Dell Mobile Precision M6500	Used	2	
Network Equipment				
3	Cisco Network Switch	Used	1	0

Notes :

Notwithstanding anything to the contrary, the Agreement prices are net of all taxes in Vietnam including but not limited to foreign contractor withholding tax consists of VAT, CIT, customs duties and customs fees. In case the Government of S.R. Vietnam requires to pay any taxes, levies, duties or fees to it in relation to this Agreement, then all such taxes, levies, duties or fees shall be at the University's account.

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EXHIBIT 3 - TERMS AND CONDITIONS FOR SOFTWARE USE AND MAINTENANCE
BY EDUCATIONAL INSTITUTIONS



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EXHIBIT 4 - TERMS AND CONDITIONS FOR HARDWARE USE



2014 Terms and
Conditions Hardware:

TERMS AND CONDITIONS FOR SOFTWARE USE AND MAINTENANCE BY EDUCATIONAL INSTITUTIONS

These terms and conditions ("Educational Software Terms") together with the Quotation attached executed by both parties, constitute a binding legal agreement between Schlumberger and Institution. Standard commercial software, Pre-Commercial Software and External Plug-ins are governed by other terms available if ordered.

By using the Software, Institution accepts these terms:

1.0 Definitions

- 1.1 "Affiliate" means any entity controlling, controlled by or under common control with the referenced Party, where "control" is defined as the ownership of fifty-one percent (51%) or more of the voting shares of such entity.
- 1.2 "Agreement" means the Quotation signed by Institution and accepted by Company, and these terms and conditions, as well as any subsequent Amendments.
- 1.3 "Amendment" means any addendum, modification or supplement to this Agreement signed by the authorised representatives of Company and Institution.
- 1.4 "Business Day(s)" means the standard days of business excluding official local and national holidays in the country of deployment.
- 1.5 "Business Hours" means the standard open hours for business during Business Days.
- 1.6 "Concurrent User(s)" means the number of individual employees of Institution with a right to access the Software at the same time. The maximum number of Concurrent Users allowed to use the Software at any time may not exceed the number of units of the Software identified in the Quotation. One unit is required for each instance of Software a user may run at any time.
- 1.7 "Company" means the Schlumberger legal entity indicated in the Quotation, and its Affiliates, and is sometimes referred to collectively as Schlumberger.
- 1.8 "Confidential Information" includes, but is not limited to: the Software, Documentation, Maintenance, and any equipment or other materials contained within or used by Company to perform or provide them; and, unless specified otherwise herein, other trade secrets, confidential or proprietary information, or data exchanged between the Parties.
- 1.9 "Delivery" for Software, unless otherwise specified in the Quotation, means the day when the authorisation key for the Software is made available for download by Institution.

Delivery for Maintenance will be deemed to occur simultaneously with the Delivery of the Software for which it is obtained or on the renewal date.
- 1.10 "Documentation" means specifications, manuals, handbooks, maintenance libraries, and other publications or media in whatever form supplied or made available to Institution or to which Institution has been given access to in connection with the Software or Pre-Commercial Software.
- 1.11 "Embedded Software" means third party software included as part of the Software.
- 1.12 "External Software" means stand-alone, off-the-shelf, third party software listed in the Quotation, which is distributed by Company and licensed to Institution by the third party in accordance with the third-party's terms and conditions.
- 1.13 "Geographic Unit" means the area covered by a local area network no larger in radius than 1000 meters from the machine on which the Software is installed or within the same metropolitan area, or as specified in the Quotation.
- 1.14 "Institution" means an institution or college that offers a recognised post-secondary school degree program to its students.
- 1.15 "Intellectual Property" means all trademarks or trade names (whether common-law or registered), logos, icons, patents, mask works, patents, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Software and Maintenance.
- 1.16 "Liaison" means fully qualified single point of contact who will function as the liaison between the participating Institution and Company concerning all Maintenance matters.
- 1.17 "Maintenance" means Company provided maintenance and support services for the Software provided by Company.
- 1.18 "Party" means Company or Institution; "Parties" means Company and Institution.
- 1.19 "Personnel" means currently enrolled students and faculty and information technology personnel employed by Institution.
- 1.20 "Pre-Commercial Software" means Software that has not been approved for general commercial release and is licensed in accordance with specific additional terms and conditions complementing these Educational Software Terms.
- 1.21 "Quotation" means Company's contract form listing the Software to be used by Institution and/or any Maintenance.
- 1.22 "Rented/Rental Licence" means a licence to use the Software subject to payment of the periodic fees set out in the Quotation. At the end of the fee paying Term specified in the Quotation, Institution's right to use the Software expires.
- 1.23 "Software" means the Schlumberger software identified in the Quotation, including new releases, updates, patches, bug fixes, enhancements and other modifications and where applicable, application software, systems software, Embedded Software, microcode and firmware, and, where included, Documentation related thereto. Software also includes any Schlumberger plug-ins listed in a Quotation. External plug-ins are licensed by their third party owner under separate terms.
- 1.24 "Term" means, the period of the Rented Licence, Pre-Commercial Software, Maintenance specified in the Quotation.

2.0 Scope of Use

- 2.1 Subject to complying with this Agreement, Institution is granted a right to use the Software on a non-exclusive, non-transferable basis. The Software is not sold but is used under a Rented Licence.
- 2.2 Institution's use of the Software is restricted to education and research for use related to the processing or interpretation by Institution of geoscience, economic, reservoir, and production related data owned or licensed by Institution in connection with oil, gas and other natural resource development.
- 2.3 Any non-commercial use not permitted in this Section 2 and all commercial use of the Software is strictly prohibited. Commercial use includes, but is not limited to: providing access (whether on-line or off-line or through copies) to the Software to parties who are not

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- 8.1 Company is responsible only for Maintenance of unmodified Software. Institution will render the Maintenance void and Company will not be liable to Institution for any errors, losses or damage resulting from modifications made to the Software by Institution or any third party.
- 8.2 Maintenance does not include application development, Software programming support or step by step instructions for Software configuration above and beyond general usage questions. Company may at its discretion determine if the requested assistance is above and beyond normal operating questions. Advanced assistance may be provided to Institution under the terms of a specific services agreement.
- 8.3 In addition to the above, Maintenance excludes the following:
- problems resulting from Institution's fault or negligence;
 - problems that do not significantly impair or affect the operation of the Software;
 - problems resulting from hardware malfunction;
 - software not sold or licensed by Company, including that which Company stops selling;
 - training on the use or benefits of the Software and installation of the Software on Institution's computer system (such services may be purchased under a separate services agreement).
- 8.4 The Software is provided only for standard hardware platforms and operating systems as indicated in the Documentation. Institution is responsible for providing interfaces for non-standard devices, software or custom applications.
- 9.0 Fees
- 9.1 Any applicable fees are specified in the Quotation.
- 10.0 Payment terms
- 10.1 Unless otherwise stated in the Quotation, payment for the Software and any Maintenance is due within thirty (30) days from the date of respective Delivery, in the currency indicated on the Quotation. If no currency is indicated, U.S. Dollars will apply for all Software to be used in the United States and Euros will apply for all Software to be used in other parts of the world.
- 10.2 If Institution in good faith does not agree with the amount of an invoice and chooses to dispute any portion of it, Institution agrees to pay the non-disputed portion within thirty (30) days from the date of Delivery. Institution agrees that it will notify Company within thirty (30) days of receipt of an invoice of the reasons for disputing all or part of that invoice, and Company agrees to provide Institution with the necessary information to support the dispute. Institution agrees that Company may cancel, suspend or terminate Institution's right to use the Software and/or receive Maintenance for which payment is in dispute without incurring any liability to Institution.
- 10.3 Institution may not set off or withhold payments due on one invoice against fees payable from another invoice.
- 10.4 Institution agrees to pay interest on all due and unpaid invoices in accordance with this Agreement. Interest will accrue at the higher of 1.5% per month or part thereof or the maximum amount permitted by law. ~~Institution agrees to pay all reasonable and documented costs and attorneys' fees incurred by Company if any unpaid amounts are collected through legal proceedings or by a collection agent.~~
- 10.5 Company may increase any applicable Maintenance fees by giving Institution not less than forty five (45) days prior written notice of increase, which will become effective on the subsequent renewal. Notwithstanding the foregoing, no increase in Maintenance fee will apply for any period for which Institution has paid in advance.
- 10.6 During the Maintenance Term, once per year Institution may request a replacement of the media on which the Software was provided or its re-hosting on a different machine. Any other media replacement or re-hosting is subject to Company prior agreement and specific fee.
- 11.0 Disclaimer of Warranties.
- 11.1 The Software is provided "as is" without any warranties. Except as expressly stated herein, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE OR MAINTENANCE PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 11.2 If the Software contains Embedded Software, Company represents that it has the authority to license the Embedded Software to Institution.
- 12.0 Ownership of Intellectual Property and Protection of Confidential Information
- 12.1 All title, ownership and Intellectual Property rights in and to the Software, any modifications or derivative works of the Software (even if created by the Institution), and to any media on which the Software is provided, vest and remain with Company and/or its licensors. This Agreement does not grant Institution any Intellectual Property rights in the Software, or any other Company software.
- 12.2 Institution agrees that Company, in its sole discretion, may incorporate and use (including distribution in source or object code form under a commercial, or other license) any and all feedback or guidance Institution provides regarding the Software ("Feedback"). Feedback is not Confidential Information and Institution hereby assigns to Company all rights, title and interest in any Feedback and agrees to execute all documents necessary to implement such assignment.
- 12.3 The Parties agree to use all reasonable safeguards to protect the other Party's Confidential Information as the Party would protect its own Confidential Information, but in no event less than industry standard. The Parties will disclose the Confidential Information only to its employees on a need-to-know basis and not to any third party without the prior written consent of the disclosing Party. If this Agreement is cancelled or terminated, the receiving Party agrees to immediately return or destroy, at the disclosing Party's direction, all Confidential Information.
- 12.4 The confidentiality obligations contained in this section 12 do not apply to Confidential Information which is:
- rightfully in a Party's possession prior to the time it is received from the other Party;
 - publicly known without fault of the receiving Party before or after disclosure to it;
 - provided to a Party by a third party who has an authorized and unrestricted right to disclose it;
 - independently developed by either Party without breach of this Agreement or reference to the information provided by the disclosing Party; or
 - is disclosed as required by law following prior written notice to the other Party.
- 13.0 Default and Remedies
- 13.1 Institution will be in material breach for failure to meet any payment obligations. Institution will have thirty (30) days to cure such breach but Company has the right to charge Institution interest in accordance with section 10.4 this Agreement.
- 13.2 Institution will be in material breach for failure to perform any material obligation of the Agreement, including but not limited to failure to comply with the Scope of Use in section 2, failure to maintain Confidential Information as confidential, and any breach of Company's Intellectual Property rights.
- 13.3 In the event Institution commits any breach of this Agreement, Company may, at its option, suspend or terminate Institution's right to use of the Software or Maintenance granted under this Agreement. Additionally, the Parties agree that breach of this Agreement could cause Company irreparable harm. Accordingly, the Parties agree that Company will be entitled to seek immediate injunctive relief from a court of competent jurisdiction, to prevent such harm.

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Personnel; or, utilising the Software to convert or process data, or providing consulting or other services utilizing the Software for the benefit of a third party who is not Personnel; or the use of the Software by Institution or Personnel in any fashion except to further the educational and research purposes of the Institution.

- 2.4 Unless otherwise stated in the Quotation, Institution's use of the Software is on a Concurrent User basis, for use within the Geographic Unit specified in the Quotation. Institution's Concurrent Users may take Software outside of the Geographic Unit for short-term assignments (not to exceed 5 Business Days) and only to the extent permitted by section 23 (Export Regulations). All other use or transfer outside of the Geographic Unit of first deployment is subject to Company's prior written approval.

3.0 Term

- 3.1 Institution's right to use the Software and receive Maintenance begins on Delivery of the Software to Institution and, unless otherwise terminated, expires at the end of the Term.

- 3.2 If Institution violates this Agreement or uses illegitimate versions of the Software or any other Company software, Institution's rights of use of the Software immediately expire and Institution agrees to discontinue its use of the Software and, at Company's discretion, immediately remove, return or destroy, all copies of the Software and Documentation

4.0 Requirements

- 4.1 Institution agrees to:

- provide appropriate facilities and computer hardware (as advised by Company) for running the Software. Company may require a site assessment of Institution's facilities prior to Delivery of the Software to confirm appropriate equipment is in place;
- identify a Liaison;
- retain qualified domain experts for each Software domain (for example, Geology, Petrophysics, Geophysics and Reservoir Engineering);
- retain a qualified systems support expert; and
- send its designated domain expert(s) for requalification training on the Software, at least once during the Term, at the expense of Institution.

5.0 Limitations on Use

- 5.1 Company reserves all other rights that are not specifically granted to Institution. For the avoidance of doubt, Institution is not authorised to and may not authorise anyone else to:

- reverse engineer, decompile or disassemble the Software except and only to the extent required by law;
- develop or create modifications, improvements and/or derivative works of the Software without Company's prior written approval unless such modifications are made using any Schlumberger software specifically designed for such purposes;
- publish or display the Software or Documentation in any manner except as provided herein;
- rent, lease, lend, sub-license or otherwise distribute or assign Institution's rights in the Software, including but not limited to assigning or sub-licensing Institution's rights to use the Software to third parties without Schlumberger's prior written consent;
- separate out or use any portion of Embedded Software for any purpose;
- separate out or use any products provided as a single unit for any purpose;
- obtain unauthorised access to restricted elements of the Software or modify or disable or otherwise "crack" any feature incorporated in the Software, including by bypassing security features, including but not limited to licence and quality control features that limit or record the number of users, or those that are intended to prevent access to unlicensed elements or modules of the Software;
- combine or use the Software in combination with any software licensed under the 'GNU General Public License' or any other license or lease for software in any manner that would cause, or

could be interpreted or asserted to cause, the Software to become subject to the 'GNU General Public License' or other such license or lease;

- use the Software in a manner contrary to the Documentation; or
- use of the Software to aid in the development of the science, technology, or product content of another software product similar in function or capability to a commercially available Schlumberger software product without the express written consent of Schlumberger.

- 5.2 The Software provided to Institution may contain certain features (such as premium modules), the use of which is not covered in the Quotation unless specifically licensed by Institution and for which additional fees are applicable. Institution acknowledges that the Software may now or in the future contain security devices for the protection of such features.

- 5.3 If Institution is going to install and use the Software on a virtual machine, Institution agrees not to duplicate or make copies of the licence file in order to run more copies of the Software than Institution is entitled to run.

- 5.4 When re-hosting has been provided, Institution agrees that it will no longer use the original Software that was re-hosted.

6.0 Backup Copies

- 6.1 Institution is permitted to make archival copies of the Software as permitted by applicable national and international copyright law. Institution may make a reasonable number of copies of the Documentation for institution's own internal use. Any copies of Software or Documentation that Institution makes must retain all original copyright, patent, and proprietary rights notices.

- 6.2 Institution must systematically back-up all applications and data files stored in the Software in accordance with industry standards, to protect against the loss of institution's data. Institution is entirely responsible for the integrity of its data.

7.0 Maintenance

- 7.1 Unless otherwise stated in the Quotation, Maintenance is included for Rented Licence.

- 7.2 When Maintenance is included, Company's Maintenance obligations are limited to the Term and to providing:

- the most current release of the Software; and
- a reasonable amount of telephone support to Institution, not to exceed four (4) hours per calendar month.

- 7.3 Requests for Maintenance may only be made by the Liaison.

- 7.4 No "on site" support services are being provided under this Agreement. Institution will be responsible for installing the Software and any subsequent releases.

- 7.5 All modifications made to the Software by Company as part of Maintenance will be in computer readable form which will be sent to Institution, at Company's discretion, via mail, courier or e-mail. Institution will be responsible for the integration and implementation of any such modifications or updates and enhancements, including loading any applicable media in accordance with Company's instructions.

- 7.6 Institution acknowledges and understands that new versions, updates and enhancements may not be compatible with previous versions and may not function properly in a mixed version environment.

- 7.7 Institution's right to receive Maintenance for the Software is subject to its compliance with the terms of this Agreement and Institution's payment of all applicable fees.

8.0 Exclusions from Maintenance



13.4 If Institution believes Company has defaulted under this Agreement, Institution agrees to provide written notice to Company setting out the alleged default. If Company fails to cure an undisputed default within the thirty (30) day period, Institution will have the right to pursue all available remedies at law or equity. Any action brought against Company under this Agreement must be brought within twelve (12) months after the cause of action arises.

14.0 Patent and Copyright Indemnity

14.1 Company agrees to indemnify Institution and pay any costs and damages finally awarded for third party claims based on an actual or alleged infringement of any patent, copyright or registered trademark granted or registered at the effective date of this Agreement in any State which is a signatory to the Berne Convention for the Protection of Literary and Artistic Works, and resulting from the use of the Software in accordance with their intended purpose as specified in the Documentation.

14.2 Company will have no liability or obligation to Institution under this section 14 for any patent or copyright infringement or claim based upon:

- a) Company's compliance with Institution's specifications, where such specifications require Company to modify the Software;
- b) the combination of the Software with other software, products or services not furnished or approved in writing by Company;
- c) any unauthorized addition to or modification of the Software;
- d) any use of the Software in the performance of a method or process (practice of a process), except where such practice is solely completed by or within the Software; or
- e) any use of the Software that does not correspond to Schlumberger published standards or specifications.

Institution will defend and hold Company harmless against any expense, judgment or loss for alleged infringement of any patent, copyright or other proprietary right which results from a claim based upon (a), (b), (c), (d), or (e) above.

14.3 Company's Indemnity above is conditional upon Institution giving prompt notice to Company of any claim for infringement and Institution not making any declaration, arrangement or admission in respect of such claims and taking all necessary actions to enable Company to conduct on Institution's behalf any litigation or negotiations related to the claims raised. The foregoing states the Company's entire liability for patent, copyright and trademark infringement.

14.4 If the Software or Maintenance become, or in Company's opinion are likely to become, the subject of a claim of infringement or the like under such patent or copyright laws, Institution will permit Company, at Company's option, to either:

- a) procure for Institution the right to continue using the Software or Maintenance;
- b) replace or modify the Software or Maintenance, so that it becomes non-infringing (provided the same level of functionality is maintained); or accept the return of the Software.

Company may terminate the Hosted Licence and Institution's sole remedy in such case will be the return by Company of any payments made by Institution for any pre-paid periods after such termination.

15.0 Limitations on Liabilities and Remedies

15.1 Institution can recover from Company only damages up to the aggregate amount of the fees Institution has paid over the previous 12 month period for the Software that has caused such damages.

15.2 To the fullest extent permitted by law, Institution agrees that neither Institution nor any third party may recover any special, punitive, incidental, indirect or consequential damages and any damages of or resulting from:

- (i) loss of use;
- (ii) loss of data;
- (iii) loss of revenue, profit, anticipated profit or loss of business;
- (iv) loss of investment;
- (v) loss of rig time; or
- (vi) cost of substitute software or services;

whether arising out of or in connection with the performance of the Software or the use of Maintenance (and anything produced therefrom), regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort (including negligence), strict product liability or any other legal or equitable theory.

These limitations apply even if repair, replacement or a refund for the Software does not fully compensate Institution for any losses and regardless of: i) whether Company knew or should have known about the possibility of damages; and/or ii) if any limited remedy fails in its essential purpose.

16.3 Institution will protect, indemnify, hold harmless and defend Company of and from any loss, cost, damage, or expense, including attorneys' fees, above Company's limit of liability.

15.4 All Interpretations, Recommendations, and Well or Reservoir Descriptions (as defined below) and decisions resulting from use of the Software or any deliverables are opinions and decisions based on inferences from measurements and empirical relationships which are not infallible and involve individual opinions and judgments with respect to which competent specialists may differ. In addition, such Interpretations, Recommendations, Well or Reservoir Descriptions, and decisions may involve information and data furnished by Institution the accuracy and reliability of which are not the responsibility of Company. Therefore, Company provides no warranty for accuracy, correctness or completeness of, and Institution takes full responsibility for, all Interpretations, Recommendations, Well or Reservoir Descriptions, and decisions resulting from use of the Software or any deliverables.

15.5 Under no circumstances should Institution treat or rely upon the use of the Software or any deliverables, including any Interpretation, Recommendation, and Well or Reservoir Description, as the sole basis for any decision, be it operational, technical, financial, commercial, or otherwise, relating to the wellbore, the reservoir or the field, including, but not limited to, any decision relating to well planning, drilling safety and performance, field development, well control, production optimization, completion planning, and infrastructure and systems design and optimization.

15.6 Institution acknowledges that the Software is designed and intended for use only in accordance with the Documentation. Any other use may result in defects, errors or damage to the Software, hardware or data, including loss of data. Company shall have no liability or obligation to Institution for such defects, errors or damage to the Software, data or hardware attributed to such use.

"Interpretations, Recommendations, and Well or Reservoir Descriptions" includes the processing, review and analysis of data, the making of models, workflows, estimates, descriptions, and simulations using data, and the recommending of an action or set of actions based on the foregoing.

16.0 Force Majeure

Neither Party will be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such Party and which, by the exercise of reasonable due diligence of such Party, could not reasonably have been avoided. Such events will include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental acts or regulations, fires, communication line failures, power failures, and earthquakes. Force Majeure cannot be used to excuse or delay any payment obligation.

17.0 Taxes



Prices listed do not include any local, state, provincial, federal or national sales, use, excise, personal property, value added, import/export, or other similar taxes or duties, which may be assessed in connection with the Software or Maintenance. In the event Company must initially pay such assessments, Institution agrees to reimburse Company within thirty (30) days after receipt of Company's invoice. Taxes based upon Company's income are the sole responsibility of Company.

18.0 Applicable Law.

(a) **United States.** If Institution acquired the Software in the United States, Texas state law governs the interpretation of this Agreement, regardless of its conflicts of law principles.

(b) **Outside of the United States.** If Institution acquired the Software in any other country, the laws of the country specified in the Quotation apply and if the Quotation is silent, the laws of England apply regardless of its conflicts of law principles.

19.0 Arbitration

Any controversy or claim arising out of or relating to the Software or Maintenance covered in the Agreement with Institution, or any breach thereof, will be settled by arbitration to be held in the English language at a mutually agreeable location in accordance with the commercial arbitration Rules of the American Arbitration Association (for contracts entered into in the United States) or the International Chamber of Commerce (for contracts outside the United States). Any award rendered by the Arbitrator(s) may include costs against either Party and may be entered into a court of competent jurisdiction for enforcement, but under no circumstances are the Arbitrator(s) authorized or empowered to award special, punitive or multiple damages against either Party. Any action brought against Company under this Agreement must be brought within twelve (12) months after the cause of action arises.

20.0 Assignment

Institution may not assign or transfer any of its rights or obligations under the Agreement without the express written consent of Company, and, if consent is granted, Institution agrees to be responsible for the assignee's strict adherence to all terms and conditions of the Agreement. Company may assign its rights and obligations under the Agreement to any Schlumberger Affiliate or to its successor in interest in the event of a merger, corporate reorganization, or sale of all or substantially all of its assets relating to its business to which the Agreement pertains. Company may assign its rights and obligations in External Software to the third party owners of such External Software.

21.0 Third Party Beneficiaries

Institution acknowledges that the third party software vendors of either Embedded or External Software are third party beneficiaries to this Agreement and have the right to enforce the terms and conditions of this Agreement as they relate to Embedded or External Software.

22.0 Audit Rights

From time to time, and with reasonable notice and during normal business hours, Company may audit Institution's books and records, facilities and any authorized computers where the Software may be located to confirm the appropriate use of the Software in accordance with the terms of this Agreement, including that there has been no unauthorized distribution of the Software. Audit rights shall also extend to ensure the proper use of any Embedded or External software contained within the Software. Audit rights

are not intended to extend to the review of any confidential or proprietary information that belongs to Institution.

23.0 Export Regulations

Institution has been licensed to use the Software and receive Maintenance in the country where it was delivered to Institution. Due to the country(ies) of origin of the Software and Maintenance, the exportation of the Software to, and use of Support in, certain countries, that are subject to United States, United Nations, European Union or other similar trade sanctions, may be prohibited. Institution is responsible for complying with all applicable trade control regulations. Institution's use, export, transfer, assignment or other movement of the Software in violation of applicable trade control regulations will result in the automatic termination of this Agreement and all rights to use the Software.

24.0 Publicity and Public Disclosures

Institution may not, without first obtaining Company's prior written approval, use any Company or Schlumberger trade names, trademarks, service marks, company names or other trade designations in any of Institution's press releases, advertising literature, or corporate information disclosures (including without limitation financial reports and government regulated information disclosures). Unless required by applicable laws, rules or regulations, neither Party shall issue or publish, or permit any agent or Affiliate to issue or publish, any press releases or otherwise publicize or cause any agent or Affiliate to make any public statements, or otherwise publicize any information with respect to (i) the content of this Agreement, (ii) the work contemplated to be performed under this Agreement, and/or (iii) any transactions or occurrences arising as a result of performance under this Agreement, without the prior written approval of the other Party. Furthermore, the Parties agree to confer with each other prior to any publication of any such information and set forth such agreement in a separate writing.

25.0 Miscellaneous Provisions

This Agreement supersedes any previous or contemporaneous communications, representations, or agreements regarding the Software, by either Company or Institution, whether verbal or written, including any terms and conditions on any Institution purchase order. Institution has not relied upon any representations, oral or written, except as are made in this Agreement. In the event that this Agreement is executed in two languages, English will be the controlling language.

Additional orders subject to this Agreement may be placed by execution by the parties of an additional Quotation which references the unique contract number on the front of this Agreement.

Any modification or amendment to this Agreement must be in writing and signed by the authorized representatives of Company and Institution. The unenforceability of any provision hereunder will have no effect upon the remaining provisions, which will continue in full force and effect. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith or the arbitrator may modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

The following provisions are intended to survive the termination or expiration of this Agreement: section 12 (Ownership of Intellectual Property and Protection of Confidential Information), 14 (Patent and Copyright Indemnity), 15 (Limitations on Liabilities and Remedies), 18 (Applicable Law), 19 (Arbitration), 21 (Third Party Beneficiaries), 22 (Audit Rights) and 23 (Export Regulations).



TERMS AND CONDITIONS FOR HARDWARE
(Sales, Lease, Maintenance and Services)

These terms and conditions together with the Quotation attached executed by both parties, constitute a binding legal agreement between Company and Customer. To the extent the Products contain any External Software, its use is governed by the third party's licensing agreement. To the extent that the Products are provided with any Company software installed, separate terms and conditions will govern Customer's licence of that Company software.

By using the Products, Customer accepts these terms:

1.0 Definitions

- 1.1 "Agreement" means Quotation signed by Customer and accepted by Company and includes these terms and conditions and any Amendments
- 1.2 "Amendment" means any addendum, modification or supplement to this Agreement signed by the authorised representatives of Company and Customer
- 1.3 "Company Software" means Schlumberger software delivered with the Equipment and/or listed in the Quotation and licensed by Company to Customer in accordance with separate terms and conditions
- 1.4 "Confidential Information" means Documentation, software, equipment or other materials used by Company in the performance of installation, warranty work or Services; Equipment design information; Company supplied printed materials; visually transmitted information; and any modifications or components thereof, whether made by Company or Customer; and other trade secrets, confidential or proprietary information, or data exchanges during the provision of any Products or Services.
- 1.5 "Customer" means the party indicated in the Quotation.
- 1.6 "Documentation" means manuals, handbooks, and other publications in whatever form supplied or provided to Customer in connection with Products or Services.
- 1.7 "Equipment" means computer-related hardware, telecommunications hardware, and other equipment that is purchased or leased under this Agreement.
- 1.8 "External Software" means stand-alone, off-the-shelf, third party software delivered with the Equipment and/or listed in the Quotation and licensed to Customer by the third party in accordance with the third-party's terms and conditions.
- 1.9 "Intellectual Property" means all trademarks or trade names (whether common-law or registered), patents, mask works, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Equipment, related Company software, and Services.
- 1.10 "Maintenance" means Company provided Equipment maintenance services, identified in the Quotation.
- 1.11 "Original Term" means the initial term of the Equipment lease under this Agreement
- 1.12 "Party" means Company or Customer; "Parties" means Company and Customer
- 1.13 "Products" means the External Software and Equipment provided under this Agreement.
- 1.14 "Purchase Price" means the fee payable if Customer exercises any option to purchase leased Products, as specified in the Quotation.
- 1.15 "Quotation" means Company's contract form listing the Products to be provided by Customer and any Maintenance and/or Services related to the Products.

- 1.15 "Services" means installation, network and/or desktop support services, as identified in the Quotation.

2.0 Orders

- 2.1 Company will provide Customer with the Products, Maintenance and Services listed in the Quotation, according to the terms and conditions of the Agreement.
- 2.2 If the Parties fail to execute a Quotation prior to the provision of the Products and Maintenance and/or Services, such provision shall nonetheless be governed by the terms and conditions of this Agreement.

3.0 Fees

- 3.1 Prices and fees for Products, Maintenance and Services will be as specified in the Quotation. If the Quotation does not include such fees for Products, Maintenance and Services, the fees will be at the then current prices in Company's price book. Company reserves the right to increase pricing at any time.
- 3.2 For Services, Company may charge a handling fee of 15% for any third-party service providers required, and for other direct reimbursable items, including travel and lodging.
- 3.3 Prices exclude shipping charges.
- 3.4 Subject to complying with this Agreement, after the Original Term, Customer may continue to lease the Products under the terms of this Agreement on a month-to-month basis, at Company's then current lease rates unless otherwise agreed.

4.0 Payment

- 4.1. Payments for Products is due thirty (30) days from the date of invoice date. For Equipment being leased subsequent lease payments will be due in advance on the same date each month thereafter.
- 4.2. If Customer requests Installation Services at the same time with the request for Products, payment for the Products and Services is due 30 days from installation. Company reserves the right to request payment prior to shipment or installation if Customer's credit becomes unsatisfactory.
- 4.3. Payment for Services is due within thirty (30) days from the date of invoice.
- 4.4. All payments should be made in the currency indicated in the Quotation. If no currency is indicated, U.S. Dollars will apply for all payments. In the United States and Euros will apply for all other parts of the world.
- 4.5. If Customer in good faith does not agree with the amount of an invoice and choose to dispute any portion of it, Customer agrees to (i) notify Company within thirty (30) days of receipt of the invoice of the reasons for disputing all or part of it and (ii) promptly pay the non-disputed portion in accordance with this Agreement. The Parties agree that they will work to resolve the dispute in a timely manner. Customer may not set off or withhold payments due on one invoice against fees payable from another invoice. For leased Equipment, failure to pay or dispute any amounts within thirty (30) days of the due date shall give Company the right to possession and removal of the Equipment at any time. The above is without prejudice to any of Company's other rights under this Agreement or at law.

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4.6. Customer agrees to pay interest on all amounts due and not paid in accordance with this Agreement. Interest will accrue at the higher of 1.5% per month or part thereof or the maximum amount permitted by law. Customer agrees to pay all reasonable and documented costs and attorneys' fees incurred by Company if any unpaid amounts are collected through legal proceedings or by a collection agent.

5.0 Cancellation

5.1. Customer may only cancel:

- (i) a standard order, no later than 14 days before the date of shipment of the Equipment, and subject to a 15% cancellation and restocking charge based on the total price for the cancelled Equipment, payable within 30 days of notice; and
 - (ii) a special order (where Equipment is being specially developed for Customer), before development has begun.
- For Equipment ordered from Company suppliers for Customer, the "date of shipment" will be the date Equipment is shipped from the Company supplier(s).

5.2. If Customer cancels Services, Customer must pay for all charges associated with Services already performed, and Customer must pay all costs Company has incurred prior to cancellation (including any labor or materials charges).

6.0 Shipments, Delivery and Acceptance

6.1 Unless otherwise agreed in the Quotation, Products will be shipped FOB point of origin (Incoterms 2010). Customer will be responsible for shipping charges and for procuring insurance, unless otherwise specified. Customer will assume all risks of loss upon Company's delivery to the carrier.

6.2 Equipment is deemed accepted upon delivery.

6.3 For Equipment being leased a clear bill of lading or express receipt shall serve as conclusive evidence of the quantity and good condition of the Products upon their delivery to a carrier.

7.0 Title

7.1 For Equipment being purchased, title to the Equipment will pass to Customer upon payment in full. Company will maintain a security interest in purchased Equipment until Customer has paid all charges associated with the purchase. Customer agrees to execute any documents necessary to help Company perfect this security interest.

7.2 For Equipment being leased, title to the Equipment remains with Company. Customer may not (i) remove or otherwise obscure any existing labels or markings identifying Company as the owner of the Equipment; or (ii) pledge or otherwise use the Equipment as security or collateral.

8.0 Installation

Installation is not included in the Product fees but must be purchased as an extra and listed in the Quotation. If installation Services are ordered, Customer will (i) provide the necessary environment and electrical power supply connections as specified by Company and/or the manufacturer and (ii) will be responsible for transporting the Equipment to the location within Customer's facility.

9.0 Option to Purchase

Where the Equipment is leased, if stated in the Quotation, then Customer may purchase the Equipment from Company at any time under a separate Quotation, according to terms and condition agreed to at that time and at the Purchase Price. In order to exercise the purchase option, Customer must have paid in full all Invoices issued by Company.

10.0 Surrender of Leased Equipment

Unless any option to purchase has been exercised, at the end of the Original Term, or any agreed extension, Customer, at its expense, will

return the leased Equipment to Company by delivering it in the same condition as when delivered to Customer, reasonable wear and tear excepted, to such place or on board such carrier, packaged for shipping as Company may specify. Customer will also remove any computer password protections that would render the system unusable by Company. Customer will be liable for the cost of any repair or replacement if leased Equipment is damaged prior to their receipt, or due to password protections is unusable by Company.

11.0 Warranty

11.1. External Software. Customer accepts any External Software "As Is" and under no warranty from Company. However, Company will pass through any applicable third party vendor's warranties for External Software supplied by Company to Customer as the end user and Customer agrees that this is its exclusive remedy.

11.2. Disclaimer of Warranties. The equipment is provided "as is" without any warranties from COMPANY. Except as expressly stated herein, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

12.0 Ownership and Protection of Confidential Information

12.1 All title, ownership and Intellectual Property rights and Confidential Information in and to the Products and any modifications, improvements, enhancements or derivative works of the Products (including any that Customer may make) will vest and remain with Company or Company's licensors or suppliers. This Agreement does not grant Customer any Intellectual Property rights in the Products, any software, Maintenance or Services.

While providing Products, Maintenance or Services to Customer, Company may develop additional expertise, know-how and other

Intellectual property which are Company's exclusive property and which Company may freely utilize in providing products, maintenance or services for its other customers. Company does not develop any intellectual property (including copyrights, patents, know-how, and expertise) for ownership by Customer under the Agreement, and Company retains sole ownership of any such items created during the course of providing Products, Maintenance and/or Services hereunder.

12.2 The Parties agree to use all reasonable safeguards to protect the other Party's Confidential Information as the Party would protect its own Confidential Information of similar importance, but in no event less than industry standard. The Parties will disclose the Confidential Information only to Customer's employees on a need-to-know basis and, except as is necessary to provide any Services and/or Maintenance, not to any third party without the prior written consent of the disclosing Party. If this Agreement is cancelled or terminated, the receiving Party agrees to immediately return or destroy, at the disclosing Party's direction, all of the other Party's Confidential Information.

12.3 The confidentiality obligations contained in this Article 12 do not apply to Confidential Information which is:

- (a) rightfully in a Party's possession prior to the time it is received from the other Party;
- (b) publicly known without fault of the receiving Party before or after disclosure to it;
- (c) provided to a Party by a third party who has an authorized and unrestricted right to disclose it;
- (d) independently developed by either Party without breach of this Agreement or reference to the information provided by the disclosing Party; or
- (e) is disclosed as required by law following prior written notice to the other Party.

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The following clauses apply to anything ordered under this Agreement:

13.1 Customer Responsibilities

Customer shall provide:

- (a) the necessary environment, electrical power supply connections, and adequate physical facilities for the Equipment within Customer's site;
- (b) reasonable and safe access to the Equipment for Company and its service providers;
- (c) on request and at no charge, storage space for spare parts, documentation, and adequate working space, including normal heat, lighting, ventilation, electrical power, and telephone. Such storage and working space will be within a reasonable distance of the Equipment.

Customer shall be responsible for any/all additional Maintenance or Services costs incurred should Company or its service providers be unable to provide Maintenance or Services because Customer has not provided any of the above

13.2 Company Responsibilities

- (a) Company personnel, while at Customer's site, will comply with Customer's workplace rules and requirements as notified by Customer in writing;
- (b) Company may subcontract its Maintenance or Services obligations for Customer to authorised third-party service providers

14.0 Default and Remedies

14.1 Customer Default. Customer will be in default for any material breach of the Agreement, including but not limited to any failure to perform obligations set out in Article 12 (Ownership and Protection of Confidential Information) and failure to meet payment obligations. In the event Customer commits a breach Company may, at its option, suspend the provision of Maintenance to Customer. Additionally, the Parties agree that if Customer violates the provisions set out in Article 12 (Ownership and Protection of Confidential Information), Customer could cause Company irreparable harm. Accordingly, the Parties agree that Company will be entitled to seek timely injunctive relief to prevent any such breach

14.2 Company Default. If Company defaults under this Agreement, Customer agrees to provide (30) days' written notice to Company in order to cure such default. If Company fails to cure such default within the thirty (30) day period, Customer will have the right to pursue all available remedies at law or equity. Any action brought against Company under this Agreement must be brought within twelve (12) months after the cause of action arises.

15.0 Patent and Copyright Indemnity

15.1 Company will defend, or at its option settle any claims, proceeding or action brought against Customer based upon a third party claim that Products supplied by Company or a Service performed by Company constitute a direct infringement of a patent or copyright granted or registered at the effective date of this Agreement in any State which is a signatory to the Berne Convention for the Protection of Literary and Artistic Works resulting from the use of Products or Services in accordance with their intended purpose as specified in Documentation. Company will pay the costs and damages finally awarded against Customer in any such action or proceeding which result from any such claim

15.2 Company's Indemnity above is conditional upon Customer giving prompt notice to Company of any claim for infringement and Customer not making any declaration, arrangement or admission in respect of such claims and taking all necessary actions to enable Company to conduct on Customer's behalf any litigation or negotiations related to the claims raised. The foregoing states the Company's entire liability for patent, copyright and trademark infringement.

15.3 Should the Product or Service become, or in Company's opinion be likely to become, the subject of a claim of infringement or the like under such patent Company's option, to either: (a) procure for Customer the right to continue using the Products or Service; (b) replace or modify the

Rev. 2014

Product or Service so that it becomes non-infringing (provided the same level of functionality is maintained), or (c) accept the return of the purchased Product and grant Customer a credit for the then depreciated value of the infringing Product, which for the purposes of this Article will be presumed to depreciate by one-third (1/3) of its purchase price per year and/or discontinue the Service and return any prepaid unearned fees.

15.4 Company will have no liability or obligation to Customer under this Article 20 for any patent or copyright infringement or claim thereof based upon:

- (a) Company's compliance with Customer's specifications, where such specifications require Company to modify a Product or Service;
 - (b) the combination of the Product or Service with other Items or services not furnished or approved in writing by Company;
 - (c) any unauthorised addition to or modification of the Product, or alteration of the Services at the request of Customer; or
 - (d) any use of the Product in the performance of a method or process (practice of a process), except where such practice is solely completed by or within the Product;
 - (e) any use of the Products or Services that does not correspond to the published Documentation.
- Customer will defend and hold Company harmless against any expense, judgment or loss for alleged infringement of any patent, copyright or other proprietary right which results from a claim based upon (a), (b), (c), (d) or (e).

16.0 Limitations on Liabilities and Remedies

16.1 Customer can recover from Company only damages up to the aggregate amount of the fees Customer has paid over the previous 12 month period for the Products, Maintenance or Services that has caused such damages.

16.2 The Parties hereby agree to release, protect, defend, indemnify and hold each other harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, resulting from or arising in connection with the Products, Maintenance or Services, including but not limited to those resulting from or arising in connection with: (a) network failures or downtime; (b) security breaches or failures, and/or to the fullest extent permitted by law; (c) indirect, incidental, consequential, special, punitive or other similar damages; and:

- (i) loss of use;
- (ii) loss of data;
- (iii) loss of revenue, profit, anticipated profit or loss of business;
- (iv) loss of investment; or
- (v) cost of substitute products or services;

whether arising out of or in connection with the performance of the Products, Maintenance or the use of the Services or any deliverables (and anything produced therefrom), regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort (including negligence), strict product liability or any other legal or equitable theory.

These limitations apply even if repair, replacement or a refund for the Products, Maintenance or Services does not fully compensate Customer for any losses and regardless of: (i) whether Company knew or should have known about the possibility of damages; and/or (ii) if any limited remedy fails in its essential purpose.

16.3 Customer will protect, indemnify, hold harmless and defend Company of and from any loss, cost, damage, or expense, including attorneys' fees, above or outside Company's limit of liability.

16.4 Each Party ("Indemnifying Party") hereby agree to release, protect, defend, indemnify and hold the other Party ("Indemnified Party") and the Indemnified Party's affiliates, contractors (other than Company), clients (other than Customer) and its and their respective officers, directors, employees, agents, and invitees ("Group") harmless from and against any and all liability, claims, demands, proceedings and causes of action resulting from: (a) the death or illness of or injury to any member of the Indemnifying Party's and its Group's personnel, regardless of the cause of such death, illness or injury; and (b) the loss of or damage to the Indemnifying Party's and its Group's property, regardless of the cause of such property loss or damage.

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16.5 The liability limitations in this Article 16 will apply regardless of whether: (i) Company has been advised of the possibility of the corresponding liability, (ii) the services were intended to prevent the events that gave rise to the claimed liability, or (iii) the claimed liability is based on breach of contract, or warranty, negligence (sole, or concurrent, active or passive), strict liability, failure of essential purpose or any other legal or equitable theory.

17.0 Force Majeure

Neither party will be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such party. Such events will include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental acts or regulations, fires, communication line failures, power failures, and earthquakes. Force Majeure cannot be used to excuse or delay any payment obligation.

18.0 Taxes

Prices listed do not include any local, state, provincial, federal or national sales, use, excise, personal property, value added, import/export, or other similar taxes or duties, which may be assessed in connection with the Products, Maintenance or Services. In the event Company must initially pay such assessments, Customer agrees to reimburse Company within thirty (30) days after receipt of Company's invoice. Taxes based upon Company's income are the sole responsibility of Company.

19.0 Applicable Law

(a) **United States.** If Customer acquired the Products in the United States, Texas state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflicts of law principles.

(c) **Outside of the United States.** If Customer acquired the Products in any other country, the laws of the country specified in the Quotation apply and if the Quotation is silent, the laws of England apply regardless of conflicts of law principles.

20.0 Arbitration

Any controversy or claim arising out of or relating to the Product, Maintenance or Services covered in the Agreement, or any breach thereof, will be settled by arbitration to be held in the English language at a mutually agreeable location in accordance with the commercial arbitration Rules of the American Arbitration Association (for contracts entered into in the United States) or the International Chamber of Commerce (for contracts outside the United States). Any award rendered by the Arbitrator(s) may include costs against either Party and may be entered into a court of competent jurisdiction for enforcement, but under no circumstances are the Arbitrator(s) authorized or empowered to award special, punitive or multiple damages against either Party.

21.0 Miscellaneous

21.1 Customer may not assign any of Customer's rights or obligations under the Agreement without the express written consent of Company, and, if consent is granted, Customer agrees to be responsible for the assignee's strict adherence to all terms and conditions of the Agreement. Company may assign its rights and obligations under the Agreement to any Company affiliated company or to its successor in interest in the event of a merger, corporate reorganization, or sale of all or substantially all of its assets relating to its business to which the Agreement pertains.

21.2 Customer acknowledges that the third party vendor of Equipment and third party software vendors of External Software are third party beneficiaries to this Agreement and have the right to enforce the terms and conditions of this Agreement as they relate to Equipment and External Software, respectively.

21.3 From time to time, and with reasonable notice and during normal business hours, Company may audit Customer's books and records, facilities, and authorized computers where the External Software may be located to confirm the appropriate use of the External Software in accordance with the terms of the appropriate license agreement. Audit rights are not intended to extend to the review of Customer's Confidential Information.

21.4 Customer has been licensed to use the Products in the country where it was delivered to Customer. Because of the country(ies) of origin of the Products, the exportation of the Products to certain countries that are subject to United States, United Nations, European Union or other similar trade sanctions may be prohibited. Customer is responsible for complying with all applicable trade control regulations. Customer's export, transfer, assignment or other movement of the Products in violation of applicable trade control regulations will result in the automatic termination of this Agreement and all rights to use the Products.

21.5 Customer may not, without first obtaining Company's prior written approval, use any Company or Schlumberger trade names, trademarks, service marks, company names or other trade designations in any of Customer's press releases, advertising literature, or corporate information disclosures (including without limitation financial reports and government regulated information disclosures). Unless required by applicable laws, rules or regulations, neither Party shall issue or publish, or permit any agent or Affiliate to issue or publish, any press releases or otherwise publicize or cause any agent or Affiliate to make any public statements, or otherwise publicize any information with respect to (i) the content of this Agreement, (ii) the work contemplated to be performed under this Agreement, and/or (iii) any transactions or occurrences arising as a result of performance under this Agreement, without the prior written approval of the other Party. Furthermore, the Parties agree to confer with each other prior to any publication of any such information and set forth such agreement in a separate writing.

21.6 Customer will be liable for the disposal of Equipment sold to Customer under this Agreement in compliance with all applicable regulations, including but not limited to any and all European Union and Waste Electrical and Electronic Equipment Advice regulations.

21.7 This Agreement supersedes any previous or contemporaneous communications, representations, or agreements by either Company or Customer, whether verbal or written, including any terms and conditions on Customer's order. Customer has not relied upon any representations, oral or written, except as are made in this agreement.

21.8 In the event that this Agreement is executed in two languages, English will be the controlling language.

21.9 Any modification or amendment to this Agreement must be in writing and signed by the authorized representatives of Company and Customer.

21.10 Additional orders subject to this Agreement may be placed by execution by the Parties of additional Quotation(s) expressly referencing the unique contract number indicated on the front of this Agreement.

21.11 ~~The unenforceability of any provision hereunder will have no effect upon the remaining provisions, which will continue in full force and effect. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith or the arbitrator may modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.~~

21.12 The following provisions are intended to survive the termination or expiration of this Agreement: Articles 12, 15, 16, 19, 20, 21.2, 21.3 and 21.4.

BIÊN BẢN GHI NHỚ
Về việc cung cấp miễn phí giải pháp đào tạo phần mềm Bentley System
cho Trường Đại học Mở địa chất

Ngày 15 tháng 05 năm 2015

Sau các buổi làm việc giữa đại diện tập đoàn Bentley System và Trường Đại học Mở địa chất về việc cung cấp chương trình đào tạo các giải pháp phần mềm thành lập bản đồ số và hệ thống thông tin địa lý (Mapping và GIS) của Bentley (Bentley Academic Program - BAP) cho trường Đại học Mở địa chất, các bên dưới đây bao gồm:

Trường Đại học Mở địa chất

Đại diện: PGS. TS. Trần Thanh Hải

Chức vụ: Phó Hiệu trưởng

Tập đoàn Bentley System và đối tác tại Việt Nam

1. Bentley Systems Singapore Pte Ltd

Đại diện: Ông Steven Chau

Chức vụ: Giám đốc đào tạo (APAC)

2. Công ty TNHH Tích hợp Hệ thống Quản lý Quốc tế - Gimasys

Đại diện: Ông Đình Kiến Quốc

Chức vụ: Giám đốc kinh doanh

Cùng thống nhất ký biên bản ghi nhớ với các nội dung sau:

Điều 1. Mục đích

Biên bản ghi nhớ cung cấp một cam kết không ràng buộc về cung cấp bản quyền phần mềm thực hiện chương trình đào tạo các giải pháp phần mềm - BAP cho trường Đại học Mở địa chất ngay sau khi các bên ký Biên bản ghi nhớ về "Thỏa thuận đào tạo Bentley" (Bentley Academic SELECT Agreement). Các bên nhất trí chấp thuận các nội dung và khuôn khổ việc thực hiện thỏa thuận đào tạo được ghi nhận cụ thể tại các điều khoản trong Biên bản ghi nhớ này.

Điều 2. Khuôn khổ cung cấp

Tập đoàn Bentley System (Bentley) là công ty phần mềm hàng đầu thế giới chuyên cung cấp các giải pháp toàn diện về thiết kế, dữ liệu không gian địa lý, cơ sở hạ tầng với hơn 300.000 chuyên gia và hơn 20.000 tổ chức trên toàn thế giới sử dụng các giải pháp của Bentley.

Với mong muốn cung cấp các kiến thức thành lập bản đồ số và GIS qua các giải pháp phần mềm của Bentley cho các giáo viên và sinh viên phù hợp với các chuyên ngành mô địa chất đang học nhằm tăng cường khả năng làm việc thực tế khi ra trường và trở thành lực lượng lao động có tay nghề đáp ứng yêu cầu của các cơ quan, đơn vị và các doanh nghiệp tại Việt Nam.

Với những lý do trên, Bentley mong muốn được hỗ trợ công tác đào tạo của sinh viên trường Đại học Mở địa chất trong các giải pháp về thành lập bản đồ số và hệ thống thông tin địa lý. Ngoài ra tập đoàn Bentley cũng tạo điều kiện hỗ trợ các trường đại học khác trong việc đào tạo người dùng giải pháp phần mềm trên.

1 / 4

Memorandum of Understanding - Free BAP Software Solutions

Để hiện thực hóa điều này, Bentley quyết định cung cấp miễn phí bản quyền phần mềm BAP cho trường Đại học Mỏ địa chất để sinh viên và giảng viên tiếp xúc, nắm bắt được khả năng và kỹ năng sử dụng công nghệ của Bentley. Mỗi năm, khoảng 1.800 sinh viên, học sinh tốt nghiệp từ trường sẽ được hưởng các lợi ích từ chương trình giảng dạy BAP thông qua việc ký biên bản ghi nhớ này. Nhờ những lợi ích từ BAP, các sinh viên có thể trang bị những kiến thức tiên tiến nhất về sử dụng phần mềm trong lĩnh vực bản đồ số và hệ thống thông tin địa lý. Đây cũng là những kiến thức được ứng dụng phổ biến ở các công ty và tổ chức chính phủ trên toàn thế giới.

Trong năm đầu tiên sau khi ký kết thỏa thuận này, Bentley sẽ cung cấp phần mềm MicroStation® ("MStn") cho trường Đại học Mỏ địa chất. Trường Đại học Mỏ địa chất tiếp tục phối hợp chặt chẽ với Bentley để thực hiện chương trình BAP đầy đủ tất cả các sản phẩm khác của Bentley.

Điều 3. Sản phẩm cung cấp của Bentley

Trường Đại học Mỏ địa chất sẽ có quyền truy cập vào tất cả các sản phẩm về thành lập bản đồ số và GIS quy định tại Phụ lục 1, theo các điều khoản và điều kiện của "Thỏa thuận đào tạo Bentley".

Điều 4. Đào tạo giảng viên

Bentley thông qua đối tác Việt Nam - công ty Gimasys sẽ hỗ trợ đào tạo cho giảng viên nhằm giảng dạy có hiệu quả các giải pháp Bentley cho tất cả sinh viên, học sinh và các đối tượng khác.

Điều 5. Triển khai nội dung đào tạo

Trường Đại học Mỏ địa chất xây dựng môn học để đưa giảng dạy các giải pháp phần mềm Bentley vào chương trình học của sinh viên, học sinh trong năm 2015.

Công ty Gimasys hỗ trợ cài đặt, vận hành và tiếp tục đào tạo giảng viên các giải pháp phần mềm trong chương trình.

Bentley và công ty Gimasys tạo điều kiện và cùng trường Đại học Mỏ địa chất xây dựng giáo trình đào tạo phù hợp với các chuyên ngành và trình độ sinh viên, học sinh của trường.

Điều 6. Chương trình chuyên tiếp sinh viên BAP

Bentley và đối tác tại Việt Nam - Gimasys sẽ trao tặng cho các sinh viên tốt nghiệp hoặc các công ty sử dụng các sinh viên này các bản nâng cấp phần mềm thương mại với chi phí ưu đãi.

Điều 7. Phụ lục

Phụ lục về danh sách các phần mềm cung cấp của chương trình đào tạo giải pháp Bentley là một phần không thể tách rời của biên bản ghi nhớ này.

Điều 8. Định hướng tương lai

Bentley mong muốn được thiết lập sự hiện diện của mình tại Việt Nam thông qua việc hợp tác với trường Đại học Mỏ địa chất.

Bằng việc hỗ trợ trang bị kiến thức cho sinh viên về các giải pháp thành lập bản đồ số và GIS, qua đó tăng khả năng cạnh tranh và làm việc của sinh viên khi ra trường, Bentley tin tưởng

rằng bằng những công nghệ hàng đầu thế giới của công ty có thể giúp những người sử dụng thành công trong công việc.

Việc giúp các sinh viên, học sinh hiểu biết và thành thạo trong việc sử dụng các giải pháp của Bentley chính là mục đích hàng đầu của việc ký Biên bản ghi nhớ này giữa các bên.

Điều 9. Hạn chế

Các bên trong Biên bản thỏa thuận thuộc trường Đại học Mở địa chất không được phép bán hoặc chuyển nhượng lại bản quyền các phần mềm thuộc Biên bản ghi nhớ này.

Các tổ chức không thuộc trường Đại học Mở địa chất không thuộc phạm vi của Biên bản ghi nhớ này. Bentley có thể mở rộng phạm vi của chương trình BAP tới các trường học khác tại Việt Nam dựa trên từng điều kiện và sẽ do Bentley quyết định.

Các điều khoản bản quyền của Bentley sẽ không được thay đổi trong phạm vi Biên bản ghi nhớ này.

Bất kỳ việc tiết lộ thông tin liên quan đến Bentley cho các cơ quan truyền thông nào đều phải được sự chấp thuận của Bentley.

Ngày 13 tháng 05 năm 2015

Trường Đại học Mở - Địa chất



PGS.TS. Trần Thanh Hải
Chức vụ: Phó Hiệu trưởng

SAO Y BẢN CHÍNH

Số:...../MDC ngày.....tháng.....năm 20.....
TL HIỆU TRƯỞNG TRƯỜNG ĐH MỞ - ĐỊA CHẤT



PHÓ TRƯỞNG PHÒNG HCTH

Ths. Dương Thị Tuyết Nhung

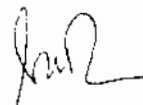
Tập đoàn Bentley System
và đối tác tại Việt Nam

1. Bentley Systems Singapore Pte Ltd



Ông Steven Chau
Chức vụ: Giám đốc đào tạo (APAC)

2. Công ty TNHH Tích hợp hệ thống
quản lý quốc tế - Gimasys



Ông Đình Kiên Quốc
Chức vụ: Giám đốc kinh doanh

PHỤ LỤC 01

Các phần mềm được cung cấp trong nội dung chương trình

1. Microstation V8i (Select series 4) Essentials
2. Bentley Map Administrator (Select series 4)
3. Bentley Map Fundamental (Select series 4)
4. Bentley Descartes Fundamental (Select series 5)
5. Bentley Geospatial Server (Select series 4)
6. Bentley Geo Web Publisher Administrator (Select series 4)

Memorandum of Understanding - Free Bentley Academic Program Software Solutions

In Hanoi University of Mining and Geology

Background

A meeting was conducted between Bentley Systems ("Bentley") and Hanoi University of Mining and Geology, concerning the provision of Mapping and GIS-Bentley Academic Program ("BAP") software solutions to Hanoi University of Mining and Geology in Vietnam and the implementation of BAP software courses as part of the universities' syllabus. The parties here by:

Hanoi University of Mining and Geology

Rep: Mr. Tran Thanh Hai

Title: Vice - Rector (Vice President), Associate Professor

Bentley System and Vietnam Partner

1. Bentley System Singapore Pte Ltd

Rep: Mr. Steven Chau

Title: Academic Director (APAC)

2. Global Integrated Management System Co., Ltd

Rep: Mr. Dinh Kien Quoc

Title: Sales Director

Agree to sign this Memorandum of Understanding as below:

1. Purpose

The purpose of this agreement is to provide a non-binding commitment to confirm the intention of each party to seriously proceed as soon as possible, following the execution of the Bentley Academic SELECT Agreement, with the commencement of the software provision. The framework for the conduct of that provision is contained within this agreement and the signing of this document by each party indicates that the framework is acceptable

2. Framework of Provision

Hanoi University of Mining and Geology is keen to impart advanced Mapping and GIS software solutions knowledge to all its students and teachers under the jurisdiction of the department with the aim to increase students' competitive edge when they are out in the workforce by learning the same solutions that Bentley's commercial users take advantage of for their projects. Every year, approximately 1,800 students from the university in Vietnam are set to benefit from BAP through this agreement. With more than 300,000 professionals from 20,000 organizations worldwide rely on Bentley solutions, under this arrangement of provision, universities students from Vietnam will be equipped with the most advanced Mapping and GIS software skills which are recognised and accepted by companies globally.

Bentley is keen to promote and increase the awareness on our Mapping and GIS software solutions among the students from the university in Vietnam and hence, assisting the producing Mapping and GIS software and skilled workforce for associated companies in Vietnam. To this end, Bentley is prepared, following the execution of Bentley Academic SELECT Agreement to provide BAP software solutions for free to the university in Vietnam to maximise the exposure of their students and teachers to Bentley technology.

Specifically, in the first year after the signing of this agreement, Bentley will provide its flagship engineering environment platform MicroStation® ("MStn") to Hanoi University of Mining and Geology. Bentley expects in return that Hanoi University of Mining and Geology to work closely with Bentley to implement full BAP program at the university under the Vietnamese's law.

3. Products Available under Bentley Academic Program

Hanoi University of Mining and Geology will have access to all Mapping and GIS products specified in Appendix 1, subject to the terms and conditions of the Bentley Academic SELECT agreement.

4. Training Implementation

The university in this MOU will design the associated course to which Bentley solutions is used as the underlining technology. The associated course will be part of the University curriculums in 2015.

Bentley - through our partner in Vietnam - Gimasys will work closely to establish and offer continues training for lecturers with regard to the softwares as stipulated in Appendix 1.

Bentley and Gimasys are responsible to ensure that the associated course is applicable for students' advancement in learning industry best practice.

5. Teacher Training

Bentley through our Vietnam partner, Gimasys will provide training to teachers in order to help teachers to effectively teach Bentley solutions to all students, at a heavily discounted price.

6. BAP Student Transition Program

Bentley through Gimasys will award graduating students under this agreement provision or the companies that hire them an upgrade commercial license at a reduced cost.

7. Appendix

The attached appendix to this agreement lays out the all relevant products under Bentley Academic program. The appendix is an integral portion of this agreement.

8. Limitations

Parties who are outside of Hanoi University of Mining and Geology may not avail themselves of this provision. Bentley may grant the right to extend the provision of BAP software solutions to other parties and universities in Vietnam based on a case per case basis, but each case will be referred to Bentley who will approve or deny this right at its absolute discretion.

Hanoi University of Mining and Geology and its associates may not resell or transfer any licences offered under this agreement.

9. Future Direction

It is very much the intention of Bentley to establish our presence in Vietnam in the future through cooperation with Hanoi University of Mining and Geology, and to enable the department to better equipped its students with proven Mapping and GIS solutions skills, thereby increasing their competitive edge when it comes to employment opportunities. Bentley believes that it has world-class technology and that the use of the technology can enable its users to be more successful. If all students are skilful in using Bentley solutions through this special program, it would mean that both parties have achieved our recognised intent of signing this agreement.

Hanoi University of Mining and Geology

Bentley System and Vietnam partner



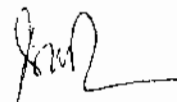
Rep: Mr. Tran Thanh Hai
Title: Vice - Rector (Vice President),
Associate Professor

1. Bentley System Singapore Pte Ltd



Rep: Mr Steven Chau,
Title: Academic Director (APAC)

2. Global Integrated Management System Co., Ltd



Rep: Mr Dinh Kien Quoc
Title: Sales Director

Date: 13.05.2015.

Appendix 1
List of software license provided under this agreement

1. Microstation V8i (Select series 4) Essentials
2. Bentley Map Administrator (Select series 4)
3. Bentley Map Fundamental (Select series 4)
4. Bentley Descartes Fundamental (Select series 5)
5. Bentley Geospatial Server (Select series 4)
6. Bentley Geo Web Publisher Administrator (Select series 4)

Matlab - Vay dung



**IBES Intelligent Business &
Education Solution JSC**

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Phu Nhuan District, HCMC, Vietnam

Telephone: +84 28 6061 2825

+84 28 6061 5829

Fax: +84 28 6291 4745

Email: duyen@ibes.vn

7th July 2017

To:

Old Dominion University
Disbursements Accounts Payable Audit
Rollins Hall – Room 2005E
Norfolk, VA 23529-0047
(757)683-4762 Telephone
(757)683-4812 Fax
lwallace@odu.edu

CC:

Hanoi University of Mining and Geology,
Phone: +84-4-32191226, Cellphone: +84-9-85271460,
E-mail: trantrungthanh@humg.edu.vn | tran022@odu.edu

We, IBES Accounting Department would like to confirm that
We received the funds of **USD 3,637.01** (in words: U.S. Dollars Three thousand six
hundred thirty-seven POINT zero one only) on July 7th, 2017

Detail info:

- Amount from ODU: USD 3,658.51
- Less adjustment charge for correcting the beneficiary information in
Vietnam: - USD 21.5

This amount above for settling the invoice #: C10417-IBES/HUMG (Apr 20th 2017)
for buying MATLAB software.

According to the info below have been agreed by three parties;

- The End user
Hanoi University of Mining and Geology,
Phone: +84-4-32191226, Cellphone: +84-9-85271460,
E-mail: trantrungthanh@humg.edu.vn | tran022@odu.edu
- The Sponsor:
Old Dominion University
Rollins Hall – Room 2005E
Norfolk, VA 23529-0047
(757)683-4762 Telephone
(757)683-4812 Fax
lwallace@odu.edu
- The supplier:
IBES Intelligent Business & Education Solution JSC
Head Office: #Room 19A, Indochina Building,
Add: 04 Nguyen Dinh Chieu, Dist. 1, HCMC, Vietnam

Sincerely,

Chief accountant
LE NGOC LAN (Ms)

CEO
LUONG THI MAI DUYEN/ JENNIFER (Ms)

