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6.2. **Term.** The License Term is one (1) year, unless explicitly provided otherwise in the Purchase Order. The License Term begins upon Acceptance.

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- 13.2. Buyer represents and warrants it has complied and will comply with all Applicable Laws in connection with this License, including U.S. economic sanctions, export controls, and other international trade laws. In no case will Buyer take any action that would directly or indirectly cause any member of Seller Group to be in violation of any Applicable Law, and Seller shall be permitted to terminate the License immediately if Seller becomes aware that any transaction contemplated by this License is or may be prohibited under Applicable Law. Whenever reasonably requested by Seller, Buyer will provide Seller with a certification that it is in compliance with Applicable Law, and otherwise cooperate with Seller in respect of any action Seller deems necessary to confirm that Buyer has been and is continuing to be in compliance with any Applicable Law. **IF BUYER USES OR PERMITS OTHERS TO USE THE SOFTWARE IN CONNECTION WITH ANY USE PROHIBITED BY APPLICABLE LAW, BUYER SHALL INDEMNIFY EACH MEMBER OF SELLER GROUP FROM ALL CLAIMS ARISING THEREOF.**

14. NOTICE

- 14.1. **Notices to Seller.** All notices to Seller under this License (including any notice of default or claim) must be in writing and delivered **only** by (i) email to legal@lufkin.com with the subject line "Notice under Software License", (ii) nationally recognized overnight courier, or (iii) certified mail (return receipt requested), in each case addressed (for courier/certified mail) to Lufkin US Acquisition Company, LLC, Attn: Legal Department, 811 Willow Oak Drive, Missouri City, Texas 77489. A notice sent by email is effective only upon Seller's written acknowledgment of receipt; and a notice sent by courier or certified mail is effective upon actual delivery to the foregoing physical address as evidenced by the carrier's delivery confirmation (or return receipt). Except to the extent provided under Section 6.3 (Auto-Renewal), all other notices (including notices sent to any other email or physical address, by any other delivery method, or by email without Seller's written acknowledgment) are null and void.

15. FORCE MAJEURE.

- 15.1. Neither Party shall be liable for any failure or delay in performance under this License (other than payment obligations) to the extent such failure or delay is caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, government action, sanctions, embargoes, pandemic, epidemic, natural disaster, fire, flood, earthquake, labor disputes, internet or utility failures, cyber-attacks, or supply chain disruptions. The affected Party shall promptly notify the other Party of the force majeure event and use commercially reasonable efforts to resume performance. If the force majeure event continues for more than ninety (90) days, either Party may terminate this License upon written notice.

16. MISCELLANEOUS

- 16.1. **Changes.** Seller may make changes to this License by written notice to Buyer. All such changes shall be specified in an "Exhibit" which shall be attached to the License and fully incorporated therein.
- 16.2. **Assignment.** Buyer may not assign this license without the Seller's prior written consent. Any attempt by Buyer otherwise to sublicense, assign or transfer any of the right, duties or obligations hereunder is void.
- 16.3. **No Third Party Benefit.** Except as stated in this license, nothing in this license creates or may be deemed to create any third party beneficiary rights in any other Person
- 16.4. **Waiver.** Any party's waiver of enforcement of any of this license's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- 16.5. **No Joint Venture.** No teaming, joint venture, agency relationship, or other such arrangement exists between the parties.
- 16.6. **Severability.** If any part of this license is held invalid, indefinite, or otherwise unenforceable, then the rest of this license will continue in force.
- 16.7. **Law.** This License shall be governed by and construed in accordance with the laws of the State of Texas, U.S., without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction
- 16.8. **Dispute Resolution.** Any dispute arising out of or in connection with the License, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association in place as of the date of Acceptance, which Rules are deemed to be incorporated by reference into this Section 16.8 (Dispute Resolution). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Houston, Texas. The language to be used in the arbitral proceedings shall be English. Any award rendered pursuant to arbitration hereunder shall be final and binding upon the Parties as from the date rendered, and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues or accounting presented in the arbitration proceeding. Judgment upon any award may be entered in any court having jurisdiction thereof in the U.S.