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- 2.8 unless specifically contemplated by the Software and Documentation, use the Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments.

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13.0 **LAWS AND REGULATIONS**

13.1 **Trade Compliance**

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13.2 **Ethics, Anticorruption and Antiboycott**. Licensor conducts its worldwide operations ethically and in compliance with the anti-corruption laws of the United States, the United Kingdom, and the other nations in which it operates, including adhering to prohibitions against bribery. Notwithstanding anything to the contrary in this EULA, neither Party shall be required to take any action prohibited or penalized by, or to refrain from taking any action required under the laws of, any applicable domestic or foreign jurisdiction relating to international boycotts.

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15.0 **EQUITABLE REMEDIES**

15.1 You acknowledge and agree that a breach or threatened breach by you of any of your obligations under this EULA would cause Licensor irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Licensor will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

16.0 **GOVERNING LAW; VENUE; JURY WAIVER; ATTORNEYS' FEES**

16.1 **Governing Law and Venue**. This EULA shall be governed, construed and interpreted in accordance with the laws of the State of Texas, without regard to any choice of laws or conflict of laws provisions which would direct the application of the laws of another jurisdiction. Venue for any litigation filed with respect to this EULA shall be exclusive in the courts, state or federal, sitting in Houston, Harris County, Texas.

16.2 **Jury Waiver**. **TO THE EXTENT ALLOWED BY THE GOVERNING LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THIS EULA.** Nothing herein shall prohibit a party from availing itself of a court of competent jurisdiction for the purpose of injunctive relief.

16.3 **Attorneys' Fees.** In the event Licensor institutes suit to enforce any right or obligation against you arising from or incidental to this EULA, Licensor shall be entitled to recover, in addition to any damages or other relief awarded to it, reasonable attorney's fees, court costs, fees of testifying experts or consultants, and other expenses related thereto.

16.4 **IF LICENSEE IS OWNED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY ANY COUNTRY OR SOVEREIGN, OR IS AN AUTHORITY OR AGENCY OF ANY COUNTRY OR SOVEREIGN, THEN LICENSEE HEREBY WAIVES ANY AND ALL RIGHTS AND IMMUNITIES, INCLUDING WITHOUT LIMITATION, ANY IMMUNITIES FROM LAWSUITS, CLAIMS, PREJUDGMENT SEIZURE, ARREST OR ATTACHMENT IT MAY HAVE UNDER THE FOREIGN SOVEREIGN IMMUNITIES ACT OF 1976 (28 USC SECTION 1602, ET SEQ.), AS AMENDED, OR ANY SIMILAR TYPE OF STATUTE, LAW, RULE OR REGULATION OF ANY COUNTRY OR SOVEREIGN.**

17.0 **SEVERABILITY AND LEGAL EFFECT**

17.1 If any term or provision of this EULA is found to be inconsistent with or contrary to applicable law or public policy, same shall be deemed to be modified to the extent required to comply with applicable law or public policy (it being the intention of the Parties to enforce to the fullest extent all terms of this EULA) and as so modified, this EULA shall continue in full force and effect. In the event such term or provision cannot be deemed or modified automatically, the Parties shall attempt to reach agreement on a conforming modification to such term or provision. In the event any such term or provision cannot be modified to comply with applicable law, then said term or provision shall be deemed to be deleted from this EULA and the remaining terms and conditions shall remain in full force and effect.

18.0 **ENTIRE AGREEMENT**

18.1 This EULA, and if applicable, Licensor's Firmware End User License Agreement, a Master Software License and Services Agreement and/or Master Hosted Software Services Agreement entered into by the Parties, embodies the entire agreement between you and Licensor with respect to the Software and supersedes and replaces all other agreements existing between Licensor and Licensee with respect to transactions the foregoing. If there is a conflict between this Agreement and any other agreement mentioned in the foregoing, the more restrictive on you shall control. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter of this EULA other than as expressly provided herein. The Article and Section headings contained in this EULA are for reference purposes only and shall not affect in any way the meaning or interpretation of this EULA.

19.0 **WAIVER OF TERMS**

19.1 No waiver by a party of any of the terms, provisions, or conditions hereof shall be effective unless said waiver shall be in a writing signed by an authorized officer of the party against whom the waiver is sought to be enforced. The failure of either party to enforce any term, provision or condition of this EULA shall in no manner affect the right to enforce the same at a later time, and the waiver by either party of any breach of any term, provision or condition in this EULA shall not be construed to be a waiver by such party of any subsequent or succeeding breach of such term, provision or condition or a waiver by such party of any breach of any other term, provision or condition.

20.0 **CONTACT INFORMATION**

If you have any questions regarding this EULA, you may contact Licensor at:

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Houston, Texas 77067
Email: legal.contracts@nabors.com