***OLI Systems Inc. – Terms & Conditions***

These **TERMS & CONDITIONS** (“T&C’s”), effective upon date of last signature to the attached Proposal of OLI Services (“Proposal” or “Schedule 1”), shall govern Custom Services Project (N19-OLI-D90012-1) ***BETWEEN***

**OLI Systems, Inc. (“OLI”),** a New Jersey corporation with offices at 240 Cedar Knolls Road, Suite 301, Cedar Knolls, New Jersey 07927 and,

**SHELL INDIA MARKETS PRIVATE LTD (“Shell”)**, a company organized under the laws of India with a place of business at Shell Technology Center Bangalore, 562149 Bangalore North India

**WHEREAS, OLI** agrees to provide services and deliverables as described in the attached Proposal.

**WHEREAS, Shell** accepts the attached Proposal and agrees to these T&C’s as accepted by signing said Proposal.

# 1. DEFINITIONS and INTERPRETATION

In these T&C’s, the following terms shall have the meanings set out below (unless the context requires otherwise):

“**Affiliate**” means, with respect to any Party, a company, partnership or other legal entity which directly or indirectly controls, is controlled by, or is under common control with, a Party. The term “control” means the ownership, directly or indirectly, of fifty percent (50%) or more of the equity or voting rights in a company, partnership or legal entity.

“**T&C’s”**” mean these **OLI Systems, Inc. Terms and Conditions**, the attached Schedule 1, and all other exhibits and schedules attached and made a part hereto

“**Claim**” means any claim, demand, cause of action (whether arising in contract, tort including without limitation in negligence or otherwise), suit, judgment, remedies, recoveries, debts, liens, loss, expense, proceeding, penalty, award of damages or liability (including without limitation reasonable legal fees, costs and expenses and sums paid by way of settlement or compromise).

“**Confidential Information**” means any and all know how, information, materials, samples, reports and technical records, data, ideas, experience, rules-of-thumb, product specifications, or trade secrets provided by any Disclosing Party to any other Party pursuant to these T&C’s or otherwise relating to the business of the Disclosing Party, whether in written, graphical, electronic, oral or visual form, that is either marked “Confidential”, or with similar legend clearly identifying the Disclosing Party’s proprietary interest, including, without limitation all reports, recommendations and results of the Project, or is otherwise of a nature that would reasonably be deemed to be confidential or proprietary, provided that if such information is orally, visually or otherwise disclosed via a non-tangible medium, it is contemporaneously identified as proprietary and confidential and is subsequently reduced to a tangible form marked “Confidential” or with similar legend clearly identifying the Disclosing Party’s proprietary interest and provided to the other Party within thirty (30) days of such disclosure.

“**Project**” means the research and development of certain technology, including the creation, modification, usage, and know-how regarding certain equipment, techniques, systems and methods, as set out in the Proposal.

“**Proposal**” means the detailed plan for the conduct of the Project set out in Schedule 1, as amended in accordance with Clause 3 from time to time.

“**Intellectual Property Rights**” means any and all of the following intellectual property rights relating to or in connection with a Party’s business, products or services, and all related technology, designs, specifications, prototypes and all improvements or modifications thereto or derivations thereof, and all Confidential Information and proprietary data of a Party: (i) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (ii) trademarks, service marks, trade dress, Internet domain names, logos, trade names and corporate names and registrations and applications for registration thereof, (iii) copyrights and registrations and applications for registration thereof, (iv) computer software, data and documentation, (v) inventions, ideas, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, designs, plans, sketches, images, strategies, forecasts, components, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (vi) other proprietary rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions), and (vii) copies and tangible embodiments thereof.

“**Party**” means a party to these T&C’s

“**Project IP**” means the Intellectual Property Rights made or generated solely as a result of the Project, including, without limitation, a private databank developed for the purpose of subsequent integration with OLI’s software products and services, and all documentation created in connection with the Project comprised of experimental data, results of calculations and other technical specifications, outcomes and conclusions.

“**Senior Management Personnel**” means in relation to any Party, any person employed by a Party or any of its Affiliates as a director, a corporate officer or who occupies a senior management position in the organization of such Party with direct responsibility.

“**Willful Misconduct**” means an intentional or reckless disregard by Senior Management Personnel of good practice or any of the terms of this Agreement in utter disregard of avoidable and harmful consequences but shall not include any act, omission error of judgment or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by such Senior Management Personnel and which in the exercise of such good faith is justifiable by special circumstances, including safeguarding of life, property or the environment and other emergencies.

1.2 The headings of Schedules and Clauses in these T&C’s are included for convenience and ease of reference only and are not included in these T&C’s for the purposes of the construction thereof.

1.3 Any reference to any agreement, covenant, representation or warranty contained in these T&C’s includes any assignment, novation, supplement or amendment thereto entered into from time to time.

1.4 Any reference to Clauses, Schedules or exhibits are references to Clauses in and Schedules and exhibits tothese T&C’s and all such Schedules and exhibits are incorporated herein and made a part hereof by reference.

1.5 In the event of conflict, the provisions of the main body of these T&C’s shall control over the provisions of any Schedule of the Proposal, except where expressly provided in the main body of these T&C’s to the contrary or where any Schedule has been signed by all Parties and expressly overrides one or more provisions of the main body of these T&C’s.

1.6 Where the context requires, words denoting the singular shall also include the plural and vice versa.

# 2. OBLIGATIONS

**OLI Obligations:**

* 1. OLI shall carry out the Project as outlined in Schedule 1 and shall perform its duties and obligations with all due diligence, care and skill in accordance with all applicable laws and in accordance with the ProposalProposal and the requirements of these T&C’s. OLI shall be responsible for providing performance hereunder by qualified personnel, on a timely basis and in a professional manner, and will conform to the standards of performance customarily exercised by competent professionals performing services similar to those contemplated by these T&C’s.

**Shell Obligations:**

* 1. Shell shall participate and collaborate with OLI to carry out the Project, as outlined in the Schedule 1and shall perform its duties and obligations with all due diligence, care and skill in accordance with all applicable laws and in accordance with the ProposalProject and the requirements of these T&C’s. Shell shall be responsible for providing performance hereunder by qualified personnel, on a timely basis and in a professional manner, and will conform to the standards of performance customarily exercised by competent professionals performing services similar to those contemplated by these T&C’s.

2.3 Shell shall remit timely payment to OLI in accordance with the Proposal.

2.4 Shell shall not publish or otherwise disclose any of the results of the Project (which are Confidential Information) without the prior consent of OLI. For the avoidance of doubt, OLI shall have the right, at its sole discretion, to disclose or publish any or all of the results of the Project at any time and for any purpose, and to incorporate and integrate such results and the Project IP into OLI’s proprietary software products and services.

4. **CONFIDENTIALITY**

4.1 With respect to any Confidential Information of OLI or Shell arising solely as a result of the Project, either Party receiving such Confidential Information hereunder (the “**Recipient**”) shall, during the term of this Agreement and for a period of five (5) years thereafter:

(a) keep secret and confidential all Confidential Information disclosed to it by the other Party (the “**Disclosing Party**”), and shall not disclose or permit it to be made available to any person, firm or company (except to the Affiliates of the Recipient and its and their employees or sub-contractors who shall be obliged by the Recipient to treat such Confidential Information as confidential in the same manner and to an equivalent extent as provided for herein with regard to confidentiality, disclosure and use) without the Disclosing Party’s prior written consent;

(b) use the Confidential Information solely in connection with the Project including its further development or commercialization or exploitation and for no purpose other than expressly permitted under these T&C’s; and

(c) upon withdrawal from the Project, or upon termination of the Project, either return the Confidential Information and all copies of it to the Disclosing Party, or at the Disclosing Party’s request, confirm in writing to the Disclosing Party that all Confidential Information and all copies of it have been destroyed, except as may be required by law.

4.2 Nothing in Clause 4.1 shall apply to any information or data which:

(a) at the time of its disclosure is in, or subsequently comes into, the public domain (other than due to a breach of these T&C’s);

(b) is disclosed by the Disclosing Party on a non-confidential basis;

(c) the Recipient can demonstrate was lawfully in the possession of the Recipient or any of its Affiliates or sub-contractors prior to the date of the disclosure;

(d) the Recipient can demonstrate is subsequently received by the Recipient or any of its Affiliates or sub-contractors from a third party without any obligation of confidentiality; or

(e) is required to be disclosed by the Recipient or any of its Affiliates or sub-contractors by applicable law or order of a court of competent jurisdiction or government department or agency or by any recognized stock exchange, provided that the Recipient provides the Disclosing Party reasonable advance notice of such required disclosure and discloses Confidential Information only to the extent required.

For the avoidance of doubt, nothing in this Clause 4 shall prohibit OLI from including the Project IP or any component thereof in future public releases of OLI’s software products, as specified in Schedule 1, or from embedding such Project IP into OLI’s software for OLI’s internal use.

**5. INTELLECTUAL PROPERTY RIGHTS**

5.1 Except as otherwise expressly provided in this Clause 5, nothing in these T&C’s is intended to, nor shall it be interpreted to, grant or convey to Shell any license, interest or rights, express or implied, to any of the Project IP, including, without limitation, the simulation parameters, correlations and the application templates and related software capabilities and documentation developed as Project IP in connection with the Project. Shell acknowledges that, as between the Parties, all ownership and Intellectual Property Rights with respect to the Project IP, including, without limitation, the right to unlimited reuse of the applicable capabilities, including the integration of these parameters into third party software, are and shall remain the sole and exclusive property of OLI, and OLI shall retain all right, title and interest in and to the foregoing. Shell shall not appropriate the Project IP, or challenge OLI’s ownership thereof, and Shell agrees not to sell, transfer, lease, publish, disclose, display, disseminate or otherwise make available any part of the Project IP other than as expressly permitted in connection with the Project without the prior written consent of OLI.

5.2 During the term of this Project, OLI hereby grants to Shell a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free right and license to the use of the Project IP developed as part of the Project either (i) in accordance with Shell’s duties, obligations and performance under Schedule 1 or (ii) for Shell’s internal business purposes (but, for the avoidance of doubt, not for the purposes of marketing, promotion or commercialization to third parties). For the avoidance of doubt, Shell may access and use the Project IP, as integrated into OLI’s software products and services, for Shell’s commercial use, solely through the purchase of a software license from OLI through a separate license agreement. While OLI will retain all ownership rights with respect to Project IP and the licensed software products and services, Shell purchasing any such separate software license shall have ownership rights to the individualized simulation results, data and other work product generated by Shell’s use of the OLI software in accordance with the terms of the applicable software license.

5.3 Shell shall ensure that all work and performance by Shell related to the Project shall only be undertaken by employees of Shell and/or by persons whose contracts with Shell provide for the assignment to Shell by such persons of all Intellectual Property Rights created by them during the course of their duties under such contracts.

5.4   During the confidentiality period as specified in Clause 4 and Schedule 1, each Party shall keep the Project IP secret and confidential and shall not disclose or permit it to be made available to any person without the prior written consent of OLI.

5.5 Shell shall ensure that any successor, assignee or other transferee in ownership of Shell remains bound by and subject to, and acknowledges the obligation to adhere to and implement, all of Shell’s obligations hereunder with respect to the respective ownership of Intellectual Property Rights of the Parties as set forth herein.

# 6. INDEMNIFICATION; LIMITATION ON LIABILITY; DISCLAIMER OF WARRANTIES

6.1 Shell, shall indemnify OLI and OLI’s Affiliates, officers, directors, employees and agents harmless from and against all third party Claims, to the extent such third party Claims arise out of, are based on, or result from (i) the Willful Misconduct or gross negligence of Shell or its Affiliates, (ii) the improper use or modification of the Project IP by Shell or its Affiliates, or (iii) any breach by Shell of its representations, warranties and covenants set forth herein.

6.2 OLI shall indemnify Shell and its Affiliates, officers, directors, employees and agents harmless from and against all third party Claims, to the extent such third party Claims arise out of, are based on, or result from (i) the Willful Misconduct or gross negligence of OLI or its Affiliates, (ii) any allegations of infringement of Intellectual Property Rights with respect to the Project IP, except to the extent that any such third party Claim results from the improper use or modification of the Project IP by any Shell or its Affiliates, or (iii) any breach by OLI of its representations, warranties and covenants set forth herein.

6.3 A Party claiming indemnity under this Clause 6 (the “**Indemnified Party**”) shall give written notice to the Party from whom indemnity is being sought (the “**Indemnifying Party**”) promptly after learning of such Claim. The Indemnified Party shall provide the Indemnifying Party with reasonable assistance, at the Indemnifying Party’ s expense, in connection with the defense of the claim for which indemnity is being sought. The Indemnifying Party shall have the right to assume and conduct the defense of the claim with counsel of its choice; *provided* the Indemnified Party may participate in and monitor such defense with counsel of its own choosing at its sole expense; *provided further*, that the Indemnifying Party shall seek the prior written consent (such consent to not be unreasonably withheld, delayed or conditioned) of any such Indemnified Party as to any settlement which would require any payment by such Indemnified Party, would require an admission of legal wrongdoing in any way on the part of an Indemnified Party, or would affect an amendment of these T&C’s. So long as the Indemnifying Party is actively defending the claim in good faith, the Indemnified Party shall not settle any such claim without the prior written consent of the Indemnifying Party. If the Indemnifying Party does not assume and conduct the defense of the claim as provided above, (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (ii) the Indemnifying Party will remain responsible to indemnify the Indemnified Party as provided in this Clause 6.

6.4 IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING FROM OR RELATING TO THESE TERMS & CONDITIONS, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF PROFITS, BUSINESS OR GOODWILL, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE TOTAL LIABILITY OF A PARTY HEREUNDER EXCEED, IN THE AGGREGATE, THE AMOUNT ACTUALLY PAID BY AND/OR DUE FROM SHELL PURSUANT TO THIS PROJECT AND SCHEDULE 1 DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE APPLICABLE CLAIM.

6.5 OLI has agreed to participate in the Project on the basis that it may be able to provide useful information to Shell based on its previous experience and expertise. OLI shall not have any liability whatsoever, (including, without limitation, liability in contract or in tort, including in negligence), for any information, assistance and/or advice provided to Shell or any of its Affiliates in connection with or arising from its participation in the Project nor in respect of any other involvement of any kind in the Project by OLI, and Shell shall, in addition to the indemnity set forth in Clause 6.1, indemnify and hold harmless OLI from and against any and all third party Claims incurred by Shell or any of its Affiliates in connection with or arising from the provision by OLI (or its employees or agents) of any such information, assistance and/ or advice.

6.6 No provision in these T&C’s shall seek to exclude or limit the liability of any Party for fraudulent misrepresentation.

6.7 Any insurance policy covering obligations and/or liabilities arising out of these T&C’s by Shell shall contain a waiver of subrogation against the other Party.

6.8 OLI hereby makes the following disclaimers of warranties:

1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PROJECT IP AND ALL TECHNOLOGY AND INTELLECTUAL PROPERTY RIGHTS PROVIDED BY OLI HEREUNDER WITH RESPECT TO THE PROJECT, INCLUDING, WITHOUT LIMITATION, ALL DATA, CONTENT AND SOFTWARE INTEGRATED OR INCORPORATED THEREIN, ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND.
2. WITHOUT LIMITING CLAUSE 6.8(a) ABOVE, OLI EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND INFORMATIONAL CONTENT, AND ANY AND ALL WARRANTIES WITH RESPECT TO THE PROJECT IP AND ALL TECHNOLOGY AND INTELLECTUAL PROPERTY RIGHTS PROVIDED BY OLI HEREUNDER, OR ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
3. WITHOUT LIMITED CLAUSE 6.8(a) ABOVE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, OLI MAKES NO REPRESENTAITON, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, (i) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, CONTENT OR SERVICE PROVIDED BY OR THROUGH OLI, AND (ii) AS TO ANY SHELL’S OR ANY THIRD PARTY’S USE OR QUIET ENJOYMENT OF ANY OF THE PROJECT IP OR ANY SOFTWARE PRODUCTS OR SERVICES INTO WHICH SUCH PROJECT IP IS INCORPORATED OR INTEGRATED, AND OLI SHALL NOT BE LIABLE, EITHER DIRECTLY OR INDIRECTLY, OR AS AN INDEMNITOR OF A SHELL, AS A CONSEQUENCE OF ANY IMPAIRMENT OF SUCH USE OR QUIET ENJOYMENT. OLI MAKES NO WARRANTY THAT THE PROJECT IP OR ANY INTELLECTUAL PROPERTY RIGHTS PROVIDED HEREUNDER WILL MEET SHELL’S OR ANY THIRD PARTY’S EXPECTATIONS, REQUIREMENTS OR NEEDS.

# 7. TERM, TERMINATION AND WITHDRAWAL

7.1 These T&C’s apply to the work defined in Schedule 1, and subject to any extension pursuant to Clause 3 or earlier termination pursuant to Clause 7.4, shall continue until and shall automatically terminate on the date of completion of the Project in accordance with the Schedule 1.

7.2 If any Party (the “**Defaulting Party**”) commits a material breach of these T&C’s, and does not, within fourteen (14) days of receipt of written notice of the breach from the non-breaching Party (if the same be capable of remedy), remedy such breach to the reasonable satisfaction of the the non-breaching Party, as applicable, the Defaulting Party shall from the date of such breach until such date of remedy thereof (if the breach is capable of remedy), have no rights whatsoever under these T&C’s, and, without limitation, shall not be entitled to any benefit from the commercialization or exploitation of the results of the Project but shall remain subject to its obligations and liabilities under these T&C’s.

7.3 For the avoidance of doubt, where any Defaulting Party shall have remedied its breach in a timely manner, the rights of, and the benefits available to, such Defaulting Party shall be reinstated on a retroactive basis.

7.4 These T&C’s shall automatically terminate on the earliest of the following events:

1. all Parties withdraw from the Project in writing;
2. Shell convenes a meeting of its creditors or a proposal is made for a voluntary insolvency arrangement or a proposal is made for any other composition, scheme or arrangement with its creditors or if it shall be unable to pay its debts, or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or meeting convened for the purposes of considering a resolution or other steps are taken for the winding up of such Shell;

(d) the date that is nine (9) months after the effective date of the Project in the event the Project has not commenced by such date, unless otherwise agreed in writing by the Parties;

(e) upon written notice from the non-breaching Party in the event the Defaulting Party commits a material breach of these T&C’s, and does not, within fourteen (14) days of receipt of written notice of the breach remedy such breach to the reasonable satisfaction of the non-breaching Party, as applicable.

7.5 If the Project is terminated in accordance with Clause 7.4(d), OLI shall, within fourteen (14) days following the date of termination, repay Shell all sums paid hereunder.

7.6 The terms and conditions set forth in Clauses 2.4, 4, 5, 6, 7, 9, 10 and 12 shall survive termination of these T&C’s..

# 8. FORCE MAJEURE

8.1 No failure or omission by any Party to carry out or observe any of the stipulations, conditions or obligations to be performed hereunder shall, (except for failure to pay) be deemed to be in breach of these T&C’s to the extent such failure or omission arises in connection with a Force Majeure Event. For the purposes hereof, “**Force Majeure Event**” means any act of God, enemy or hostile action, war, blockade, insurrection, riot, epidemic, flood, earthquake, nuclear or radiation activity or fall-out, civil disturbance, explosion, lightning, fire or other casualty, labor strike or industrial dispute, or any other cause beyond the reasonable control of the Party asserting the existence of a Force Majeure Event.

# 9. ASSIGNMENT

9.1 Shell shall not assign or otherwise transfer nor purport to assign or otherwise transfer this Agreement or any of its rights hereunder, in whole or in part, without the prior written consent of OLI, which consent shall not be unreasonably withheld or delayed.

# 10. TAXES

10.1 Shell shall pay all taxes assessed against it in connection with this Project and shall indemnify OLI from any and all Claims relating to taxes on income or profits and other taxes assessed or levied against the Shell or against OLI on account of any payment made or due to OLI or its contractors hereunder. Additionally, Shell shall defend, indemnify and hold OLI harmless from all taxes assessed or levied against or on account of fees, wages, salaries or other benefits paid to Shell’s employees or consultants or employees of its sub-contractors, and taxes assessed or levied against or on account of any property or equipment of the Shell or its sub-contractor including customs, excise, occupation and other like tax imposts, any fines, penalties or interest thereon.

# 11. ETHICAL BEHAVIOUR

11.1 Each Party covenants and undertakes with each other that neither it nor its Affiliates, nor any of their respective directors, officers, employees or agents has, to the best of its actual knowledge and belief, or will make, offer, or authorize with respect to the matters which are the subject of these T&C’s, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any person, where such payment, gift, promise or advantage would violate (a) United States law or (b) the laws relating to corruption applicable to such covenanting Party.

12. **GENERAL LEGAL PROVISIONS**

12.1 These T&C’s, including all Schedules and exhibits hereto, constitutes the entire T&C’s and understanding of the Parties and supersedes any previous T&C’s between the Parties in relation to the subject matter hereof.

12.2 Each of the Parties acknowledges and agrees that in agreeing to these T&C’s it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party to this Agreement or not) other than as expressly set out in these T&C’s as a representation or warranty.

12.3 The failure to exercise or delay in exercising a right or remedy provided by these T&C’s or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies or of the future enforcement of any rights.

12.4 A waiver of a breach of any of these T&C’s or of a default under these T&C’s does not constitute a waiver of any other breach or default and shall not affect the other terms of these T&C’s..

12.5 These T&C’s shall be binding upon and inure for the benefit of the Parties, their successors and permitted assigns.

12.6 These T&C’s shall be governed by and construed under the laws of the State of New Jersey, without giving effect to any choice of laws principles that would require the application of the laws of a different state.

12.7 Nothing in these T&C’s shall create or shall be construed as creating a partnership of any kind or an association or as imposing upon any Party any duty, obligations or liability of a partnership nature.

12.8 Nothing contained in these T&C’s shall be construed to give Shell an ownership interest in any of OLI's software, assets, intellectual property or confidential information. In no event shall these T&C’s be construed as an assignment or sale or other transfer of title of any asset now or hereafter owned by OLI.

12.9 The Parties agree that information and software disclosed under these T&C’s are subject to the laws and regulations of the Government of the United States of America for the export and re-export of technical data (including classified information) and equipment and products therefrom, including where required the issuance and renewal of validated export licenses, and each party agrees to comply with the terms of all applicable regulations, laws, and/or licenses.

12.10 In the event of any dispute, claim, question, or disagreement (a “**dispute**”) arising from or relating to these T&C’s or the breach of these T&C’s, the Parties hereto shall use their best efforts to resolve the dispute to the mutual satisfaction of the Parties through good faith business discussions. Should such discussions fail to resolve the dispute within a period of thirty (30) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences (including issues relating to the formation of the agreement and the validity of this arbitration clause) shall be finally settled by binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with the provisions of its Commercial Arbitration Rules, as well as the Federal Rules of Civil Procedure and the Federal Rules of Evidence, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitration panel shall consist of a single arbitrator mutually agreed upon by the Parties, unless otherwise agreed to by the Parties. The place of arbitration shall be New Jersey. If the Parties are not able to decide upon a neutral third-party arbitrator within thirty (30) days of the request for arbitration, then the AAA shall select an arbitrator having at least twenty (20) years of experience in intellectual property matters. All proceedings will be conducted in English. The Parties agree to hold the entirety of the arbitration proceedings, including knowledge of the existence of any dispute or controversy, completely confidential except for such disclosures as might be required by law.

This arbitration provision does not limit or affect the right of either Party to seek from any court having jurisdiction any interim, interlocutory, or provisional relief that is necessary to protect the rights or property of that Party. Alternatively, either Party may apply to the AAA pursuant to the AAA Optional Rules for Emergency Measures seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

**SCHEDULE 1**

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| --- | --- | --- | --- | --- | --- | --- |
| Prepared for: | | | **Mr. Guru Prasad Sundararajan** | | |  |
| Company: | | | **Shell Technology Center** | | |  |
| Site: | | | India | | |  |
| Reference: | | | N19-OLI-D90012-1 | | |  |
| Date | | | 25 November 2019 | Quote valid for 3 months | |  |
|  | | | | | | |
|  | | | | | | |
| ***Table 1: Services*** | | | | | | |
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| Item | | Item | | | Payments, USD |
| 001 | | OLI custom modeling service  Corrosion of corrosion-resistant alloys in the presence of monoethylene glycol (MEG) | | | $80,000 |
|  | | | | | | |
| ***Deliverable***  Shell’s participation in co-funding the foundation of OLI’s MSE Corrosion, which is the next generation of OLI’s electrochemical corrosion prediction technology. MSE Corrosion is a new theoretical framework that is necessary to accommodate corrosive environments containing organic solvents as well as water, including seawater. Based on this co-funding, MEG will be among the first components to be implemented once the foundation is completed. | | | | | | |
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| ***Terms and Conditions*** | | | | | | |
|  | | | | | | |
| 1. | This project is governed by OLI Systems, Inc Terms and Conditions for all Service projects. A copy of these terms and conditions are available online at OLI Terms and Conditions Services | | | | | |
| 2. | OLI invoices for Services Projects are due upon receipt / terms net 30 | | | | | |