



STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. **GEOSPACE.** Geospace as used herein is defined as Geospace Technologies Corporation and/or any of its United States of America affiliates such as Exile Technologies Corporation, GTC, Inc. and Geospace Engineering Resources International, Inc.
2. **GENERAL TERMS.** The CUSTOMER acknowledges that it has reviewed and agrees to be bound by the following terms and conditions (these “TERMS”) with respect to any goods or services purchased from Geospace. CUSTOMER’s assent to these TERMS shall be conclusively evidenced by CUSTOMER’s acceptance or retention of goods or services from GEOSPACE and/or by Customer placing an order (collectively with these TERMS and any confirmation of sale or invoice, the “AGREEMENT”) with GEOSPACE for any goods or services after receipt from GEOSPACE of a quotation, invoice or other communication (whether written or electronic) containing these TERMS. The AGREEMENT comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these TERMS and any order, these TERMS shall govern unless an order confirmation issued by GEOSPACE expressly states that the terms and conditions of such order shall prevail. These TERMS shall prevail over any of CUSTOMER’s general terms and conditions regardless of whether or when CUSTOMER has submitted its request for proposal, order, or such terms. Provision of goods or services to CUSTOMER does not constitute GEOSPACE’s acceptance of any of CUSTOMER’s terms and conditions and does not serve to modify or amend these TERMS. Any term of CUSTOMER’s order which is in any way inconsistent with or in addition to these TERMS shall not be binding upon GEOSPACE, notwithstanding GEOSPACE’s failure to specifically object to any such inconsistent or additional terms, and GEOSPACE hereby objects to any such inconsistent or additional terms. GEOSPACE’s fulfillment of CUSTOMER’s order containing terms inconsistent with or additional to these TERMS does not constitute GEOSPACE’s acceptance thereof and does not serve to modify or amend these TERMS. If CUSTOMER objects to any of these TERMS, such objection must be in writing and received by GEOSPACE at 7007 Pinemont Drive, Houston, Texas 77040 prior to commencement of performance by GEOSPACE hereunder. Retention by CUSTOMER of any goods delivered by GEOSPACE hereunder shall conclusively evidence CUSTOMER’s assent to these TERMS.
3. **PRICES.** Prices of goods and services are as published or quoted by GEOSPACE as set forth as of the date of CUSTOMER’s order and are subject to change without notice. If the prices of any goods or services should be increased by GEOSPACE before delivery of such goods to CUSTOMER or performance of such services, then CUSTOMER shall be billed by GEOSPACE on the basis of such increased prices. Unless otherwise noted, all prices of goods are quoted FCA (as defined in Incoterms 2010 of the International Chamber of Commerce), GEOSPACE’s manufacturing facility in Houston, Texas. All prices are exclusive of all customs fees, sales, use, and excise taxes, and any other foreign, federal, state or local taxes, duties, and charges (including foreign withholding taxes) of any kind (collectively, “TAXES”) imposed by any governmental authority on any amounts payable by CUSTOMER.
4. **SALES OR SIMILAR TAXES.** CUSTOMER shall be responsible for all TAXES associated with the sale of goods or services hereunder.

5. **REIMBURSEMENT OF EXPENSES.** CUSTOMER agrees to reimburse GEOSPACE for all reasonable travel and out-of-pocket expenses incurred by GEOSPACE in connection with the performance of the services.
6. **PAYMENT.** Payments for goods or services hereunder will be made in U.S. Dollars within 30 days of the invoice date (unless otherwise specified in GEOSPACE's invoice) at the address specified in GEOSPACE's invoice. CUSTOMER shall pay interest on any overdue unpaid balance up to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by applicable law. CUSTOMER shall reimburse GEOSPACE for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these TERMS or at law (which GEOSPACE does not waive by the exercise of any rights hereunder), GEOSPACE shall be entitled to suspend the delivery of any goods or performance of any services for any failure of CUSTOMER to pay any amounts when due hereunder.
7. **SHIPMENTS OF GOODS.** All shipments of goods are made FCA GEOSPACE's manufacturing facility in Houston, Texas unless otherwise quoted by GEOSPACE. The routing and means of transportation when not specified by CUSTOMER will be the most suitable transportation as determined by GEOSPACE. Delivery of an invoice to CUSTOMER shall be sufficient notice of shipment. Costs of customary packing for U.S. shipments are included in the quoted price. Special packing for U.S. or non-U.S. shipments may result in additional charges to CUSTOMER. GEOSPACE assumes no responsibility for delay, damage, or breakage of goods after delivery has been made to carrier or the postal authorities and all claims for damages, losses or liabilities for any delay, damage or breakage of goods must be made by CUSTOMER to the responsible carrier.
8. **TITLE AND DELIVERY OF GOODS; SECURITY INTEREST.** Unless otherwise expressly agreed in writing, title to goods and risk of loss to goods shall pass to CUSTOMER at FCA GEOSPACE's manufacturing facility in Houston, Texas upon GEOSPACE's tender of delivery of the goods to a carrier for shipment to CUSTOMER. Any loss or damage to any goods thereafter shall not relieve CUSTOMER from any obligation (payment or otherwise) hereunder. CUSTOMER shall bear all transportation costs and insurance expenses in connection with shipment of the goods, including any associated TAXES, and shall be responsible for preparing any associated documentation. GEOSPACE may, in its sole discretion, without liability or penalty, deliver goods in installments or partial shipments to CUSTOMER. Each such shipment will constitute a separate sale, and CUSTOMER shall pay for the goods shipped whether such shipment is in whole or partial fulfillment of CUSTOMER's order. Shipping dates are approximate only and subject to the availability of finished goods. GEOSPACE shall not be liable for any loss or expense (consequential or otherwise) incurred by CUSTOMER or CUSTOMER's customers if GEOSPACE fails to meet the specified delivery schedule. Shipments will be freight collect, unless otherwise specified. All provisions of this Paragraph 6 apply to both U.S. and non-U.S. shipments. If for any reason CUSTOMER is unable to accept delivery of goods when GEOSPACE is ready to ship them, CUSTOMER fails to accept delivery of any goods on a date fixed pursuant to notice to CUSTOMER by GEOSPACE, or if GEOSPACE is unable to deliver such goods because CUSTOMER has not provided appropriate instructions documents, licenses or authorizations, (i) risk of loss of the goods shall pass to CUSTOMER, (ii) the goods shall be deemed to have been delivered, and (iii) GEOSPACE may, at its option, store the goods and charge CUSTOMER its customary storage rates for such storage as well as any other related costs and expenses (including, without limitation, any insurance costs). CUSTOMER will maintain all-risk property insurance on such stored goods at their replacement value. GEOSPACE will not be liable for deterioration of goods it stores resulting from atmospheric conditions, acts of God, or other events, regardless of whether they are within GEOSPACE's reasonable control. As collateral security for the payment of the purchase price of the goods, CUSTOMER hereby grants to GEOSPACE a lien on and security interest in and to all of the right, title, and interest of CUSTOMER in, to, and under the goods,

wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Texas Uniform Commercial Code.

9. **INSPECTION; NONCONFORMING GOODS.** CUSTOMER shall have a reasonable time, not to exceed 5 days from the date of receipt, to inspect the goods. CUSTOMER will notify GEOSPACE in writing of any (i) products shipped that are different than identified in CUSTOMER's order, or (ii) products shipped that have labels or packaging that incorrectly identifies its contents (collectively, "**NONCONFORMING GOODS**"). Such notice shall identify with particularity any such nonconformities. CUSTOMER's failure to give notice of **NONCONFORMING GOODS** or to particularize any such nonconformities in such notice within the inspection period will be deemed an acceptance of the goods by GEOSPACE and waiver of any rights of objection, repudiation, or rejection of the goods. If CUSTOMER timely delivers a notice to GEOSPACE of any **NONCONFORMING GOODS** particularizing such nonconformities, GEOSPACE shall, in its sole discretion (i) replace such **NONCONFORMING GOODS**, or (ii) credit or refund the amount paid for such **NONCONFORMING GOODS**, together with any reasonable shipping and handling expenses incurred by CUSTOMER in connection therewith. In either case, CUSTOMER shall ship, at its expense and risk of loss, the **NONCONFORMING GOODS** to GEOSPACE's manufacturing facility in Houston, Texas. If GEOSPACE exercises its option to replace **NONCONFORMING GOODS**, GEOSPACE shall, after receiving CUSTOMER's shipment of **NONCONFORMING GOODS**, ship to CUSTOMER, at CUSTOMER's expense and risk of loss, the replaced goods. CUSTOMER acknowledges and agrees that the remedies set forth in this Paragraph are CUSTOMER's exclusive remedies for the delivery of **NONCONFORMING GOODS**. Except as provided under this Paragraph, all sales of goods to CUSTOMER are made on a one-way basis and CUSTOMER has no right to return goods purchased under the AGREEMENT to GEOSPACE.
10. **PERFORMANCE OF SERVICES.** GEOSPACE shall use reasonable efforts to meet any performance dates to render the services specified in any sales confirmation issued by GEOSPACE, and any such dates shall be estimates only. With respect to services, CUSTOMER shall (i) cooperate with GEOSPACE in all matters relating to such services and provide such access to CUSTOMER's premises, and such office accommodation and other facilities as may reasonably be requested by GEOSPACE, for the purposes of performing such services; (ii) respond promptly to any GEOSPACE request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for GEOSPACE to perform such services; (iii) provide such customer materials or information as GEOSPACE may reasonably request to carry out such services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to such services before the date on which such services are to start. If CUSTOMER wishes to change the scope or performance of the services, it shall submit details of the requested change to GEOSPACE in writing, and GEOSPACE shall, within a reasonable time after such request, provide to CUSTOMER a written estimate of any variations to fees and other charges arising from such change. Neither party shall be bound by any change order unless mutually agreed upon in writing. GEOSPACE may charge for the time it spends assessing and documenting any change request on a time and materials basis. Notwithstanding anything to the contrary contained in the AGREEMENT, GEOSPACE may, from time to time change the purchased services without the consent of CUSTOMER, provided that such changes do not materially affect the nature or scope of the services, or the fees or any performance dates set forth in any sales confirmation issued by GEOSPACE. If GEOSPACE's performance of its obligations under the AGREEMENT is prevented or delayed by any act or omission of CUSTOMER or its affiliates, agents, subcontractors, consultants or employees ("**PERSONNEL**"), GEOSPACE shall not be deemed in breach of its obligations under the

AGREEMENT or otherwise liable for any costs, charges or losses sustained or incurred by CUSTOMER, in each case, arising directly or indirectly from such prevention or delay. Customer will use best efforts to maintain in a safe condition the premises where services are to be performed and will make best efforts to provide or obtain reasonable emergency assistance for PERSONNEL of GEOSPACE who become injured or sick on CUSTOMER's premises.

11. **LIMITED WARRANTIES AND REMEDIES; WAIVER OF CONSUMER RIGHTS.**

(a) GEOSPACE warrants goods of its manufacture to be free from material defects in materials and workmanship for the period of six (6) months (or other warranty period stated in GEOSPACE's product literature) (the "**WARRANTY PERIOD**") from the date of shipment.

(b) GEOSPACE warrants to CUSTOMER that it shall perform the services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the AGREEMENT.

(c) EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN SUBSECTIONS (a) AND (b) OF THIS PARAGRAPH 11, GEOSPACE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(d) PRODUCTS MANUFACTURED BY A THIRD PARTY (THIRD PARTY PRODUCTS) MAY CONSTITUTE, CONTAIN, BE CONTAINED IN, INCORPORATED INTO, ATTACHED TO OR PACKAGED TOGETHER WITH, THE GOODS. THIRD PARTY PRODUCTS ARE NOT COVERED BY THE WARRANTIES CONTAINED IN SUBSECTIONS (a) AND (b) OF THIS PARAGRAPH 11. FOR THE AVOIDANCE OF DOUBT, GEOSPACE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(e) GEOSPACE shall not be liable for a breach of the warranties set forth in subsections (a) and (b) of this Paragraph 11 unless: (i) CUSTOMER gives written notice of the defective goods or services, as the case may be, reasonably described, to GEOSPACE within 7 days of the time when CUSTOMER discovers or ought to have discovered the defect; (ii) if applicable, GEOSPACE is given a reasonable opportunity after receiving the notice of breach of warranty set forth in this Paragraph 11 to examine such goods and CUSTOMER (if requested to do so by GEOSPACE) returns such goods to GEOSPACE's manufacturing facility at GEOSPACE's cost for the examination to take place there; and (iii) GEOSPACE reasonably verifies CUSTOMER's claim that the goods or services are defective.

(f) GEOSPACE shall not be liable for a breach of the warranty set forth in subsection (a) or (b) or this Paragraph 11 if: (i) CUSTOMER makes any further use of such goods after giving such notice; (ii) the defect arises because CUSTOMER failed to follow GEOSPACE's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods; (iii) the item has been subjected to

misuse, negligence, or accident; or (iii) CUSTOMER alters or repairs such goods without the prior written consent of GEOSPACE.

(g) Subject to subsections (e) and (f) of this Paragraph 11, with respect to any such goods during the WARRANTY PERIOD, GEOSPACE shall, in its sole discretion, either: (i) repair or replace such goods (or the defective part) or (ii) credit or refund the price of such goods at the pro rata contract rate, in each case provided that, CUSTOMER shall return such goods or defective component to GEOSPACE's manufacturing facility in Houston, Texas, within the WARRANTY PERIOD with freight prepaid by CUSTOMER.

(h) Subject to subsections (e) and (f) of this Paragraph 11, with respect to any services subject to a claim under the warranty set forth in subsection (b) of this Paragraph 11, GEOSPACE shall, in its sole discretion, (i) repair or re-perform the applicable services or (ii) credit or refund the price of such services at the pro rata contract rate.

(i) THE REMEDIES SET FORTH IN SUBSECTIONS (g) AND (h) OF THIS PARAGRAPH 11 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND GEOSPACE'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SUBSECTIONS (a) AND (b) OF THIS PARAGRAPH 11, RESPECTIVELY. FOR AVOIDANCE OF DOUBT, GEOSPACE SHALL NOT BE LIABLE FOR ANY WARRANTY ON ITEMS NOT MANUFACTURED BY GEOSPACE. THE REMEDIES STATED HEREIN FOR ANY SUCH BREACH SHALL BE IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IN LIEU OF LIABILITY FOR GEOSPACE'S NEGLIGENCE OR FAULT, AND IN LIEU OF CUSTOMER'S RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT (CHAPTER 17, TEXAS BUSINESS AND COMMERCE CODE). CUSTOMER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS THAT IT HAS CONSULTED WITH AN ATTORNEY OF ITS OWN SELECTION AND VOLUNTARILY CONSENTS TO THIS WAIVER.

12. **CUSTOMER INDEMNIFICATION AGAINST THIRD PARTY CLAIMS.** CUSTOMER shall indemnify, defend and hold harmless GEOSPACE and its representatives, officers, directors, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, or liabilities, including reasonable attorneys' fees, incurred by such party, relating to, arising out or resulting from any claim of a third party alleging: (a) breach or non-fulfillment of any representation, warranty or covenant under the AGREEMENT by CUSTOMER or CUSTOMER's PERSONNEL; (b) any negligent or more culpable act or omission of CUSTOMER or its PERSONNEL (including any recklessness or willful misconduct) in connection with the performance of its obligations under the AGREEMENT; (c) any bodily injury, death of any person or damage to real or tangible personal property caused by the willful or negligent acts or omissions of CUSTOMER or its PERSONNEL; or (d) any failure by CUSTOMER or its PERSONNEL to comply with any applicable laws.

13. **LIMITATION OF LIABILITY.**

(a) IN NO EVENT SHALL GEOSPACE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF

BUSINESS OPPORTUNITY OR DAMAGES FOR FAILURE TO MEET DEADLINES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GEOSPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN THE EVENT THAT A COURT FINDS THAT GEOSPACE HAS AN OBLIGATION TO REPAIR OR REPLACE ANY GOODS OR PARTS, SUCH REPAIR OR REPLACEMENT SHALL BE DEEMED TO CONSTITUTE LIQUIDATED DAMAGES FOR BREACH OF WARRANTY AND/OR CONTRACT.

(b) IN NO EVENT SHALL GEOSPACE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GEOSPACE FOR THE GOODS OR SERVICES SOLD HEREUNDER.

(c) The limitation of liability set forth in subsection (b) of this Paragraph shall not apply to (i) liability resulting from GEOSPACE's gross negligence or willful misconduct and (ii) death or bodily injury resulting from GEOSPACE's acts or omissions.

14. **COMPLIANCE WITH LAW.** CUSTOMER shall comply with all applicable laws, regulations and ordinances. CUSTOMER shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the AGREEMENT. CUSTOMER shall comply with all export and import laws of all countries involved in the sale of the goods and services under the AGREEMENT or any resale of the goods by CUSTOMER. CUSTOMER assumes all responsibility for shipments of goods requiring any government import clearance. In addition to all other remedies available under these TERMS or at law (which GEOSPACE does not waive by the exercise of any rights hereunder), GEOSPACE shall be entitled to terminate the AGREEMENT if any governmental authority imposes antidumping or countervailing duties or any other penalties on the goods provided pursuant to the AGREEMENT.
15. **ANTI-CORRUPTION.** CUSTOMER represents and warrants that it and its PERSONNEL shall act in compliance with all applicable laws implementing the OECD Principles (including the Foreign Corrupt Practices Act of 1977), as well as any applicable local laws relating to anti-corruption, anti-kickbacks, and anti-money laundering. CUSTOMER agrees not to take or fail to take any action that might cause GEOSPACE to be in violation of any such laws. CUSTOMER represents and warrants that it and its PERSONNEL have not and shall not request, induce, make, offer, authorize, promise to make any payment or transfer anything of value, directly or indirectly, (a) to any governmental official or employee (including employees of government-owned or government-controlled corporations, agencies or bodies), (b) any official or employee of a public international organization, (c) to any political party, official of a political party or candidate, or (d) to any third party knowing, believing, or suspecting that such third party will give the payment, or any portion thereof, to any of the foregoing persons in order to obtain or retain business, or for any other improper purpose. CUSTOMER agrees to promptly report to GEOSPACE any payments to governmental officials or government employees on behalf of GEOSPACE.
16. **TERMINATION.** In addition to any remedies that may be provided under these TERMS, GEOSPACE may terminate the AGREEMENT with immediate effect upon written notice to CUSTOMER, if CUSTOMER (a) fails to pay any amount when due under the AGREEMENT, (b) has not otherwise

performed or complied with any of these TERMS, in whole or in part, or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of purchase orders shall NOT relieve CUSTOMER of any liability hereunder and CUSTOMER's obligation shall survive such termination. Purchase orders may be canceled by CUSTOMER only with GEOSPACE's written consent and may result in a cancellation charge payable by CUSTOMER.

17. **WAIVERS.** No waiver by GEOSPACE of any of the provisions of these TERMS is effective unless explicitly set forth in writing and signed by GEOSPACE. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these TERMS operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
18. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of GEOSPACE, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by GEOSPACE to CUSTOMER, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with these TERMS is confidential, solely for the use of performing the transactions contemplated by these TERMS, and CUSTOMER agrees not to disclose or use such confidential information in any other capacity unless authorized in advance by GEOSPACE in writing. Upon GEOSPACE's request, CUSTOMER shall promptly return all documents and other materials received from GEOSPACE. GEOSPACE shall be entitled to injunctive relief for any violation of this Paragraph. This Paragraph does not apply to information that is: (a) in the public domain; (b) known to CUSTOMER at the time of disclosure; or (c) rightfully obtained by CUSTOMER on a non-confidential basis from a third party.
19. **APPLICABLE LAW; JURISDICTION; VENUE.** The AGREEMENT shall be construed in accordance with the laws of the State of Texas, without giving effect to respective conflicts of law principles. Any legal suit, action, or proceeding arising out of or relating to the AGREEMENT shall be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Houston and County of Harris, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
20. **ASSIGNMENTS.** This contract shall not be assigned or transferred by CUSTOMER without the prior written consent of GEOSPACE. Any purported assignment or delegation of these TERMS in violation of this Paragraph shall be null and void. No assignment or delegation by CUSTOMER relieves CUSTOMER of any of its obligations under these TERMS. If consent is given by GEOSPACE, this contract shall be binding upon and inure to the benefit of the permitted assigns.
21. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in the AGREEMENT shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. **NO THIRD-PARTY BENEFICIARIES.** These TERMS are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these TERMS.

23. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the order or sales confirmation or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in in these TERMS, a notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the notice has complied with the requirements of this Paragraph.
24. **SEVERABILITY.** If any term or provision of the AGREEMENT is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the AGREEMENT or invalidate or render unenforceable such term or provision in any other jurisdiction.
25. **SURVIVAL.** Provisions of these TERMS which by their nature should apply beyond their terms will remain in force after any termination or expiration of these TERMS including, but not limited to, the following provisions: Paragraph 12 (Customer Indemnification Against Third Party Claims), Paragraph 14 (Compliance with Law), Paragraph 18 (Confidential Information), Paragraph 19 (Applicable Law; Jurisdiction; Venue), and this Paragraph 25 (Survival).
26. **FORCE MAJEURE.** GEOSPACE shall be excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any event or condition beyond the control of GEOSPACE, GEOSPACE's shippers or any other carrier, including war (declared or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, failure or delay in supply of parts, law, regulation, or act of any government or subdivision or agency thereof affecting the terms of the AGREEMENT or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material, supplies or machinery or technical or yield failure where GEOSPACE has exercised ordinary care in the prevention thereof.
27. **AMENDMENT AND MODIFICATION.** These TERMS may only be amended or modified in a writing stating specifically that it amends these TERMS and is signed by an authorized representative of each party. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed herein.