

COMMERCIAL SCHEDULE – ONLINE SERVICES

This commercial schedule (“**Commercial Schedule**”) forms part of the Quotation, which in conjunction with the Schlumberger Online Services Terms and Conditions (“**T/Cs**”) forms the agreement with Schlumberger for the Customer and/or Authorized Users to access and use Schlumberger’s Online Services (“**Agreement**”).

Terms are defined in the most relevant section of this Commercial Schedule however such definitions apply throughout the entire Commercial Schedule, not just the section in which they are defined. The following terms wherever used in the Commercial Schedule have the definitions provided to them in the T/Cs: “**Authorized Users**”, “**Customer Account**”, “**Documentation**”, “**Online Services**”, “**Quotation**”, “**Subscription Term**”, “**Resources**” and “**Usage Report**”.

1. Online Services.

1.1. Definitions

- 1.1.1. **Committed Discount Pricing:** the committed discount pricing fees set out in the Price List that are applicable for certain Online Services where the stipulated preconditions set out in the Agreement are met.
- 1.1.2. **Country:** the country/countries specified in the Quotation.
- 1.1.3. **Original Price List:** the price list contained in the Quotation listing the Online Services available, and the applicable fees for each Online Service listed therein, as at the date the Quotation is provided to the Customer.
- 1.1.4. **Price List:** the Original Price List plus any Price List Additions and the applicable fees for the Online Services contained in such Price List Additions.
- 1.1.5. **Price List Addition:** Online Services not listed in the Original Price List, but which subsequently become available to the Customer. The applicable fee for any such Price List Addition shall be made available through the Customer Account.
- 1.1.6. **Online Services:** means the Online Service designated as an Online Service in the Documentation.

1.2. The Online Services consist of Subscription Services, Usage Services and Resource Services and will be charged for in accordance with the Price List.

1.3. In consideration of Schlumberger granting and Authorized User(s) accepting access to Online Services contained in Price List Additions via the Customer Account, the Customer agrees to pay for such new Online Services at the applicable rates set out in the Price List at the time of granting such authorization.

2. Subscription Term.

2.1. Definitions

- 2.1.1. **Monthly Cap:** the monthly cap value specified in the Quotation as varied by a Written Variation Order or a Customer Account Variation, which subject to section 4.4 of this Commercial Schedule represents the expenditure level at which the Customer will no longer be able to incur further charges in respect of the Online Services during the relevant month.
- 2.1.2. **Year:** means each year of the Subscription Term.

2.1.3. **Maximum Yearly Cap:** means for any given Year, the monthly cap value specified in the Quotation as varied by a Written Variation Order but not by a Customer Account Variation, multiplied by 12.

- 2.2. Unless stated otherwise in the Quotation, the initial Subscription Term is the 36-month period commencing on the date Schlumberger first provides the Customer with access credentials to a Customer Account (“**Initial Subscription Term**”).
- 2.3. Unless stated otherwise in the Quotation, upon the expiry of the Initial Subscription Term, the Agreement shall automatically renew for subsequent 12-month periods (“**Renewal Subscription Term(s)**”) absent a party providing at least three (3) months prior written notice of its decision for the Agreement not to automatically renew.
- 2.4. Upon early termination of the Agreement other than by the Customer under clause 6.4 of the T/C’s, all sums payable under the Agreement by the Customer whether or not those sums had become due and payable at the time of termination shall immediately become due and payable.
- 2.5. Upon the commencement of a new Year (including a Renewal Subscription Term), the Monthly Subscription Commitment, Annual Usage Commitment, and Maximum Yearly Cap, in place at the end of the previous Year shall apply for the new Year.
- 2.6. During the Subscription Term, the Authorized Users may only access and use the Online Services within the Country. However, Authorized Users may access and use the Online Services during the Subscription Term from outside the Country for short-term business assignments not to exceed 30 days and only to the extent permitted by clause 10 (Compliance with Laws) of the T/C’s. All other access and/or use from outside the Country will require a Written Variation Order and may result in additional fees and/or additional requirements being imposed.

3. Subscription Services

3.1. Definitions

- 3.1.1. **Domain Profiles:** Subscription Services consisting of underlying technology targeted at Authorized Users working in specific domains/roles.
- 3.1.2. **Enterprise Profiles:** Subscription Services consisting of underlying technology targeted at an enterprise level.
- 3.1.3. **Enterprise Subscription Term:** In respect of the Enterprise Profiles, is a term commencing on the activation date of the Enterprise Subscription and continuing in force until cancellation notice is provided.
- 3.1.4. **Flex Subscription:** in respect of an Authorized User, is a term commencing on the activation date of the relevant Subscription Service and continuing in force for a month, following which it shall automatically renew for subsequent monthly terms until cancellation notice is provided via the Customer Account. Such cancellation shall become effective at the end of the term in force at the time of the cancellation notice being provided via the Customer

Account. The monthly fee consists of monthly minimum subscription charge and Flex Day Rate.

- 3.1.5. **Monthly Subscription Commitment:** the minimum fee Customer agrees to pay each month for the duration of the Subscription Term listed in the Quotation, for Authorized Users on Flex Subscription, Rolling Monthly Subscription Terms, Rolling Annual Subscription Terms or Rolling Three Year Subscription Terms.
- 3.1.6. **Rolling Annual Subscription Term:** in respect of an Authorized User, is a term commencing on the activation date of the relevant Subscription Service and continuing in force for 12 months, following which it shall automatically renew for subsequent new 12-month terms, until cancellation notice is provided via the Customer Account. Such cancellation shall become effective at the end of the term in force at the time of the cancellation notice being provided via the Customer Account.
- 3.1.7. **Rolling Monthly Subscription Term:** in respect of an Authorized User, is a term commencing on the activation date of the relevant Subscription Service and continuing in force for a month, following which it shall automatically renew for subsequent monthly terms until cancellation notice is provided via the Customer Account. Such cancellation shall become effective at the end of the term in force at the time of the cancellation notice being provided via the Customer Account.
- 3.1.8. **Rolling Three Year Subscription Term:** in respect of an Authorized User, is a term commencing on the activation date of the relevant Subscription Service and continuing in force for 36 months, following which it shall automatically renew for subsequent new 12-month terms, until cancellation notice is provided via the Customer Account. Such cancellation shall become effective at the end of the term in force at the time of the cancellation notice being provided via the Customer Account. Rolling Three Year Subscription Terms are only available when there is at least 18 months of the Subscription Term remaining.
- 3.1.9. **Standard Pricing:** the unit net price applicable for the Customer's and/or Authorized Users' use of the Online Services as set out in the Price List/Quotation.
- 3.1.10. **Subscription Services:** Those Online Services that are made available and charged for on a Customer Account or named user subscription basis including but not limited to Enterprise Profiles, Domain Profiles, Technology Options, and VM Upgrades;
- 3.1.11. **Technology Options:** Those Subscription Services that are not included in specific Domain Profiles, but available as add-ons to such Domain Profiles as specified in the relevant Documentation.
- 3.1.12. **VM Upgrades:** means the upgrading of an Authorized User's virtual machine linked to their Domain Profile to a different virtual machine with enhanced specifications, to that of the Authorized User's original virtual machine.
- 3.2. Only the specific Authorized User in whose name a particular Subscription Service is activated is authorized to use/access that particular Subscription Service. Subscription Services must not be shared or swapped between different Authorized Users.
- 3.3. Standard Pricing shall apply to Rolling Monthly Subscription Terms and Enterprise Subscription Terms.
- 3.4. Discount Pricing shall apply to Rolling Annual Subscription Terms and Rolling Three Year Subscription Terms. If a Rolling Annual Subscription Terms or a Rolling Three Year Subscription Terms is terminated by Customer early, the Customer will pay the difference between the fees actually paid and the fees it would have paid had its use to date been charged at Standard Pricing.
- 3.5. An Authorized User may swap Petrotechnical Suite Domain Profiles on Rolling Annual Subscription Terms or Rolling Three Year Subscription Terms.
- 3.6. Some Technology Options are not supported by certain Domain Profiles. Refer to the Documentation for such compatibility information. Customer will be required to pay all relevant fees for Technology Options even if the Domain Profile swapped to is not compatible with such Technology Options.
- 3.7. Unused Monthly Subscription Commitments do not roll over from one month to the next.
- 3.8. Subscription Service requests made after the Monthly Cap or Maximum Yearly Cap has been reached will not be activated until:
 - 3.8.1. the Monthly Cap or Maximum Yearly Cap has been sufficiently increased; or
 - 3.8.2. the start of the following month or Year of the Subscription Term, provided the Monthly Cap and Maximum Yearly Cap has not been reached for the new month or Year.
- 3.9. Flex Day Rate: means Flex Subscriptions that are charged per Authorized User for each 24 hour period that an Authorized User's VM is active. Customer will be charged for all subscribed Flex Subscriptions. Billing is capped at a maximum of 10 days per month per Authorized User. A 24 hour period is relative to the Windows time-zone setting in the Petrotechnical Suite for the related Agreement, from 00:00:00 to 24:00:00.

4. Usage Services

- 4.1. Definitions
 - 4.1.1. **Compute Engine Consumption Services:** means Usage Services made available and charged for on a compute engine consumption basis.
 - 4.1.2. **E&P Activity Services:** means Usage Services made available and charged for on a per exploration and production activity basis.
 - 4.1.3. **On-Demand Professional Services:** means Professional Services made available and charged for on an "on-demand" basis (excluding on-site Professional Services).
 - 4.1.4. **Usage Services:** means the E&P Activity Services, Compute Engine Consumption Services and On-Demand Professional Services.
 - 4.1.5. **Annual Usage Commitment:** the minimum fee that the Customer agrees to pay for Compute Engine Consumption Services and/or E&P Activity Services for each Year.
 - 4.1.6. **Monthly Usage Commitment:** One twelfth of the Annual Usage Commitment.

- 4.2. Usage Services will only be accessible to Authorized Users with an active Domain Profile.
- 4.3. Usage of Compute Engine Consumption Services within the Annual Usage Commitment for the relevant Year will be charged at Committed Discount Pricing.
- 4.4. Any Compute Engine Consumption Service workflows and On-Demand Professional Services initiated before the Monthly cap is reached will run to completion. This may result in additional charges incurred by the Customer.
- 4.5. The Annual Usage Commitment value in force at the end of a Year shall automatically remain in force for the next Year unless amended by way of a Customer Account Variation at least 90 days prior to the expiration of the then current Year.

5. Resource Services

- 5.1. Definitions:
 - 5.1.1. **Ingress & Egress:** means the actual inward and outbound network traffic generated by or associated with the Customer's and/or Authorized Users' access to and use of the Online Services.
 - 5.1.2. **Resource Services:** means system infrastructure, reporting and related services including but not limited to Resources, Egress, Storage Consumption and VM Upgrades.
 - 5.1.3. **Storage Consumption:** means the amount of storage space allocated to or utilized by the Customer for the Customer's and/or Authorized Users' storage of data associated with its use of the Online Services (including storage used for back-up or disaster recovery purposes).
- 5.2. All Resource Services are charged for at Standard Pricing.
- 5.3. In calculating the Storage Consumption fees payable by the Customer for each month of the Subscription Term, the amount of shared storage space included in the active Domain Profiles for the relevant month is subtracted from the Storage Consumption, and only the remaining Storage Consumption amount is charged for.
- 5.4. In calculating the Egress fees payable by the Customer for each month of the Subscription Term, the amount of Egress included in the active Domain Profiles for the relevant month is subtracted from the actual Egress generated by the Customer in the relevant month, and only the remaining Egress amount is charged for.

6. Variations

- 6.1. Definitions:
 - 6.1.1. **Customer Account Variation:** an amendment to the Agreement made electronically via the Customer Account.
 - 6.1.2. **Written Variation Order:** an amendment to the Agreement physically signed by an authorized representative of Schlumberger and the Customer.
- 6.2. Subject to clause 6.3 of this Commercial Schedule, the Agreement may only be amended by a Written Variation Order.
- 6.3. The Agreement may be amended by a Customer Account Variation for the following purposes only:
 - 6.3.1. to add new online Services and their associated fees to the Price List by way of Price List Additions as described in clause 1.3 of this Commercial Schedule;

- 6.3.2. to increase the Monthly Cap up to or below the Maximum Yearly Cap;
- 6.3.3. to increase the Monthly Subscription Commitment and/or Monthly Usage Commitment until the agreed Monthly Cap is reached. Any such increase will take effect at the beginning of the next month of the Subscription Term and will remain in force for the remainder of the Agreement unless varied in accordance with its terms; or
- 6.4. The Customer understands that all Customer Account Variations agreed to and/or made by The Customer under clause 6.3 of this Commercial Schedule will be deemed as made by Customer authorized personnel, and the Customer will be bound to such Customer Account Variations and any associated fees.

7. Monthly Usage Reports and Payment Terms

- 7.1. Definitions:
 - 7.1.1. **Committed Monthly Spend:** the sum of the Monthly Subscription Commitment and the Monthly Usage Commitment.
 - 7.1.2. **Monthly Billing Period(s):** means the period in respect of which monthly Usage Reports and monthly invoices relating to the Online Services are issued.
- 7.2. Standard Pricing shall apply to all Online Services consumption unless expressly stated otherwise in this Commercial Schedule.
- 7.3. Upon the commencement of the Initial Subscription Term, 200% of the Committed Monthly Spend shall become payable by the Customer.
- 7.4. The Monthly Billing Period runs from the 26th day of a month until the 25th day of the following month.
- 7.5. Schlumberger shall provide access Usage Reports identifying the Authorized Users' consumption of and/or access to or use of the Online Services during the relevant period.
- 7.6. The Customer must pay:
 - 7.6.1. the entire Monthly Subscription Commitment for each month of the Subscription Term;
 - 7.6.2. the Monthly Usage Commitment for each month of the Subscription Term but only until the Annual Usage Commitment has been paid for the relevant Year; and
 - 7.6.3. fees for Subscription Services in excess of the Monthly Subscription Commitment in any given month;
 - 7.6.4. fees for Usage Services in excess of the Monthly Usage Commitment in any given month; and
 - 7.6.5. Resources Services fees as calculated under clause 5 of this Commercial Schedule on a monthly basis.
- 7.7. Schlumberger shall invoice the Customer based on the monthly Usage Reports and the payment terms set out in clause 7 of this Commercial Schedule.
- 7.8. Schlumberger is entitled to increase the fees set out in the Price List by 2% every 2 years following the commencement of the Subscription Term.