



## SLB HARDWARE TERMS AND CONDITIONS

These terms and conditions (“T/Cs”) along with a Quotation, and any Change Order(s), form an “Agreement” between SLB and Customer. Any contrary, inconsistent, or additional provisions contained in Customer’s purchase order or other Customer documentation are expressly rejected.

### 1. Definitions.

- 1.1. **Affiliate(s):** any legal entity: (i) controlling, controlled by or under common control with an entity, where "control" is defined as the legal or beneficial ownership of more than fifty percent (50%) of the voting rights at the assembly of owners of such entity, or in the case of a foreign domiciled affiliate where the prevailing law of the foreign country prohibits majority ownership by a foreign parent organization, an ownership interest by such entity which reflects the maximum controlling interest allowable under the laws of such foreign country, or such other relationship as, in fact, constitutes actual control; or (ii) specifically designated as an affiliate of either Party in a Quotation.
- 1.2. **Change Order:** a written amendment to the Quotation varying the scope of the Products, Maintenance Services, deliverables and/or other matters related to the Services.
- 1.3. **Confidential Information:** any non-public and proprietary information disclosed by one Party to the other Party under an Agreement, including: Documentation, software, equipment or other materials used by SLB in the performance of the installation, warranty work or Services; Equipment design information, the Services, any equipment, materials, processes, documentation, methods, tools, algorithms, designs, and Intellectual Property of SLB, and any information about SLB’s and its Affiliates’ products and services. Except as required by applicable law or regulation, Confidential Information will not include information that:
  - 1.3.1. at the time of the disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of the Agreement, act, or omission by the recipient or any of the recipient’s representatives;
  - 1.3.2. at the time of the disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information to the recipient by any legal, fiduciary, or contractual obligation;
  - 1.3.3. was known by or in the possession of the recipient, as established by documentary evidence, before being disclosed by or on behalf of the disclosing Party pursuant to the Agreement;
  - 1.3.4. was or is independently developed by the recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing Party’s Confidential Information; or
  - 1.3.5. that the Parties have entered into the Agreement.
- 1.4. **Customer:** the legal entity indicated in the Quotation as receiving the Products, Maintenance and Services from SLB.
- 1.5. **Documentation:** manuals, handbooks, and other publications in whatever form supplied or provided to Customer in connection with Products, Maintenance or Services.
- 1.6. **Equipment:** computer-related hardware, telecommunications hardware, and other equipment that is purchased or leased under this Agreement.
- 1.7. **Effective Date:** the effective date specified in the signed Quotation or in the absence of such, (i) the later date of signature of the Quotation or (ii) the date of acceptance by SLB of the Quotation, whichever occurs first.
- 1.8. **External Software:** stand-alone, off-the-shelf, third-party software delivered with the Equipment and/or listed in the Quotation and licensed to Customer by the third-party in accordance with the third-party’s terms and conditions.
- 1.9. **Intellectual Property:** patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.10. **Maintenance:** SLB provided Equipment maintenance services, as identified in the Quotation.
- 1.11. **Term:** the term of the Agreement shall be for an initial duration as specified in the Quotation. This term is either: (i) for leased Equipment, the duration of this lease, or (ii) for purchased Equipment, the duration of the delivery, the Maintenance and/or the Services. This initial term can be extended according to section 7.3 or 19.4, or by a Change Order.
- 1.12. **Party or Parties:** Customer and/or SLB, as applicable.
- 1.13. **Personal Data:** any information that is directly or indirectly related to an identified or identifiable natural person.
- 1.14. **Products:** the Equipment, External Software and SLB Software provided under this Agreement.
- 1.15. **Purchase Price:** the fee payable if Customer exercises any option to purchase leased Equipment, as specified in the Quotation.



- 1.16. **Quotation:** SLB's contract form listing the Products to be provided to the Customer and any Maintenance and/or Services related to the Products.
- 1.17. **Services:** installation, network and/or desktop support services, as identified in the Quotation. Other services (if any) are governed by additional terms which complement these T/C's when such an option is ordered by Customer in the Quotation.
- 1.18. **SLB:** the SLB legal entity specified in the applicable Quotation.
- 1.19. **SLB Software:** SLB software delivered with the Equipment and/or listed in the Quotation. SLB Software is not sold but licensed to the Customer in accordance with the [SLB On-Premise Software Terms and Conditions](#).
- 1.20. Clause, Schedule and paragraph headings shall not affect the interpretation of these T/C's.
- 1.21. A person includes a natural person, corporate or unincorporated body.
- 1.22. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.23. Unless the context otherwise requires words in the singular shall include the plural, and in the plural, shall include the singular; and a reference to one gender shall include a reference to the other genders.
- 1.24. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.25. It is the intention of the Parties that this Agreement should not be construed against either Party as the author or drafter of the Agreement.

## 2. Structure of this Agreement.

- 2.1. These T/Cs provide the contractual framework for Customer and SLB to enter into agreements from time to time for the provision of Products, Maintenance and Services.
- 2.2. Each Quotation shall, upon its execution (or acceptance by other means), constitute a separate legal agreement between Customer and SLB for the provision of the Products, Maintenance or Services specified in that Quotation and shall incorporate by reference these T/Cs to form an Agreement.
- 2.3. If there are any discrepancies between the relevant Quotation and these T/Cs, these T/Cs will take precedence unless that Quotation:
  - 2.3.1. expressly identifies specific section(s) of these T/Cs to be modified; and
  - 2.3.2. sets out the modified language of the specific section(s) so identified.
- 2.4. These T/Cs do not oblige either Customer or SLB to issue or accept any Quotation or enter into any Agreement. Except to the extent provided in an Agreement, SLB shall not be obliged to provide any Products, Maintenance or Services to Customer.

## 3. Provision of Products, Maintenance and Services.

- 3.1. Subject to compliance with the Agreement, SLB will sell or lease Equipment to the Customer as specified in the applicable Quotation(s). The Equipment may be delivered with SLB Software or External Software as specified in the applicable Quotation(s). Customer will use the Products in accordance with the Documentation and as specified in the Agreement(s). SLB reserves all rights not expressly granted in the Agreement(s).
- 3.2. Subject to compliance with the Agreement, SLB will also provide Maintenance or Services as specified in the applicable Quotation(s).

## 4. Customer Responsibilities.

- 4.1. Customer shall provide:
  - 4.1.1. the necessary environment, electrical power supply connections, and adequate physical facilities for the Equipment within Customer's site as specified by SLB and/or the manufacturer;
  - 4.1.2. reasonable and safe access to the Equipment for SLB and its service providers;
  - 4.1.3. on request and at no charge, storage space for spare parts, documentation, and adequate working space, including normal heat, lighting, ventilation, electrical power, and telephone. Such storage and working space will be within a reasonable distance of the Equipment.
- 4.2. Customer shall be responsible for any/all additional maintenance or services costs incurred should SLB or its service providers be unable to provide Maintenance or Services because Customer has not provided any of the above.

## 5. SLB Responsibilities.

- 5.1. SLB personnel, while at Customer's site, will comply with Customer's workplace rules and requirements as notified by Customer in writing.
- 5.2. SLB is entitled to use subcontractors, including Affiliates and third-party providers, in the course of performing the Maintenance or Services. SLB will remain liable for any subcontractors' non-compliance with the terms of this Agreement. However, any support for



External Software will be provided by the third-party. In addition, SLB will have no liability for any malfunction of the External Software, and such shall be resolved between Customer and the third-party vendor of software

- 5.3. SLB will use commercially reasonable efforts to perform the Services within the schedule provided for in the Quotation (or if no schedule is provided, within a reasonable time), however the Parties acknowledge that any timeline or schedule is an approximation only and does not act as a guarantee that the Services will be completed within the indicated timeframe.

**6. Change Control.** Either Party may propose changes to the Products provided, scope or execution of the Maintenance and Services, provided that no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties.

**7. General Payment Terms & Taxes.**

- 7.1. Prices and fees for Products, Maintenance and Services will be as specified in the Quotation. If the Quotation does not include such fees for Products, Maintenance and Services, the fees will be at the then-current prices in SLB's price book. SLB reserves the right to increase pricing at any time. Prices exclude shipping charges.
- 7.2. For Services and Maintenance, unless otherwise specified in the Quotation, Customer agrees to pay all reasonable expenses, incurred in performance of the Maintenance or Services, including but not limited to, third-party services or products, travel, accommodation, and other incidental expenses, at cost plus fifteen percent (15%).
- 7.3. Subject to complying with this Agreement, after the initial Term, Customer may continue to lease the Equipment under the terms of this Agreement on a month-to-month basis, at SLB's then-current lease rates unless otherwise agreed. Customer will provide a thirty (30) day notice to SLB to continue to lease the Equipment post the initial Term. Customer will provide a thirty (30) day notice to SLB to end a month-to-month renewal period.
- 7.4. Customer will pay all invoices issued under an Agreement within thirty (30) days of the invoice date or such other period as may be agreed in the Quotation. If Customer requires specific information for processing such invoices, Customer must inform SLB of such requirements in writing within fifteen (15) days of the Effective Date. SLB will evaluate the request and inform Customer which of any such requirements SLB is unable to comply with before issuing Customer with the first invoice. For Equipment being leased subsequent lease payments will be due in advance on the same date each month thereafter.
- 7.5. If Customer requests installation Services at the same time as the request for Products, payment for the Products and Services is due thirty (30) days from installation. SLB reserves the right to request payment prior to shipment or installation if Customer's credit becomes unsatisfactory.
- 7.6. If Customer disputes any portion of an invoice in good faith, Customer must: (a) pay the undisputed portion of the invoice; (b) notify SLB of the basis for the dispute and the specific items disputed (along with all supporting evidence) and; (c) provide a proposed resolution. Customer must not set off or withhold payments due for one billing period against a disputed invoice. For leased Equipment, failure to pay or dispute any amounts within thirty (30) days of the due date shall give SLB the right to possession and removal of the Equipment at any time. The above is without prejudice to any of SLB's other rights under this Agreement or at law
- 7.7. Unpaid invoiced amounts will begin to accrue interest thirty (30) days after payment is due. Interest will accrue at the maximum amount permitted by law unless another rate is provided in the applicable Quotation. Customer agrees to pay all reasonable and documented costs and attorneys' fees SLB may incur in collecting any unpaid fees.
- 7.8. Fees do not include any local, state, provincial, federal, or national sales, use, excise, personal property, value-added, import/export, digital service tax, or other similar taxes or duties, which may be assessed in connection with the Products, Maintenance or Services. If SLB must initially pay such assessments, Customer agrees to reimburse SLB within thirty (30) days after receipt of SLB's invoice.
- 7.9. Taxes based upon SLB's income are the sole responsibility of SLB.
- 7.10. The prices, rates and charges set forth in the Agreement and each Quotation are completely net of any amounts in respect of any withholding taxes that may be applicable upon payments by Customer. If any withholding taxes are deemed to be applicable on settlements made by Customer to SLB, Customer agrees that it shall on its own accord gross-up the access fee or any other charges due under this agreement in a fashion that net amounts received after such withholding yield back the prices and rates under the Agreement. In such case, Customer shall deduct the withholding taxes from such grossed-up amounts and pay such withholding taxes directly to the appropriate governmental authority.
- 7.11. SLB shall assume full and exclusive liability for the payment of all import and export charges, customs and excise duties imposed in the country of installation including clearing and brokerage charges, on Products licensed, purchased or leased under this Agreement. Customer shall make available to SLB all concessions enjoyed by Customer in respect of import, customs and excise duties imposed in the country of installation in respect of Products licensed, purchased or leased under this Agreement.
- 7.12. If as a result of any new legislation or extension/change in application of the existing law or interpretation thereof, any additional sums become payable by SLB in respect to personal, corporate taxes, custom duties, or any other duties or levies, to any authorities of the country of installation or elsewhere, not enacted at the submission of the Agreement, then SLB shall be entitled to adjust its rates and prices with Customer, in a way that SLB does not incur an additional economic burden directly attributable to the Agreement and associated with such tax change.



## 8. Term, Suspension, and Termination.

- 8.1. The Agreement will begin on the Effective Date and will continue until the expiry of the Term, or any extended term, unless terminated earlier in accordance with its terms.
- 8.2. In addition to the other remedies set out in the Agreement, either Party may immediately terminate the Agreement by written notice to the other Party if:
  - 8.2.1. the other Party commits a material breach of any term of the Agreement and fails to remedy the same within thirty (30) days of the date of written notice or such breach is irreparable;
  - 8.2.2. the other Party suspends, or threatens to suspend, payment of its debts;
  - 8.2.3. the other Party is deemed insolvent, unable to pay its debts, or enters into any arrangement with its creditors (other than for the sole purpose of a solvent reorganization); or
  - 8.2.4. the other Party files a petition for or becomes subject to an order for winding up, bankruptcy, dissolution, an administrator, or receiver is appointed, or anything of similar effect in any country.
- 8.3. In the event of termination for Customer's material breach, Customer will pay the full prices and fees for the Products, Maintenance or Services. In the event of termination for SLB's material breach, Customer will pay the prices and fees for the Products, Maintenance or Services delivered or performed up to the date of termination.

## 9. Cancellation.

- 9.1. Customer may only cancel:
  - (i) a standard order, no later than 14 days before the date of shipment of the Equipment, and subject to a 15% cancellation and restocking charge based on the total price for the cancelled Equipment, payable within 30 days of notice; and
  - (ii) a special order (where Equipment is being specially developed for Customer), before development has begun.

For Equipment ordered from SLB suppliers for Customer, the "date of shipment" will be the date Equipment is shipped from the SLB supplier(s).

- 9.2. If Customer cancels Maintenance or Services, Customer must pay for all charges associated with Maintenance or Services already performed, and Customer must pay all costs SLB has incurred prior to cancellation (including any labor or materials charges).

## 10. Compliance with Laws.

- 10.1. SLB will protect any Personal Data it receives in the course of the Agreement and the performance of the Maintenance or Services in accordance with its Privacy Statement (<http://www.slb.com/about/privacy.aspx>).
- 10.2. Customer and SLB will each comply with all laws and regulations applicable to their business operations and their obligations under the Agreement. Customer will be liable for the disposal of Equipment sold to Customer under this Agreement in compliance with all applicable regulations, including but not limited to any and all European Union and Waste Electrical and Electronic Equipment Advice regulations.
- 10.3. Customer has been licensed to use the Products in the country where it was delivered to Customer. Because of the country(ies) of origin of the Products, the exportation of the Products to certain countries that are subject to United States, United Nations, European Union or other similar trade sanctions may be prohibited. The transfer of Customer data across jurisdictions may be prohibited. Customer is responsible for complying with all applicable trade control and data residency regulations, ensuring it has all necessary licenses, consents, and permissions in place for any Customer data provided to SLB. Customer's export, transfer, assignment or other movement of the Products or Customer's use of the Maintenance, Services or Products in violation of applicable trade control or data residency regulations will result in the automatic termination of the Agreement with no liability to SLB.

## 11. Shipments, Delivery and Acceptance.

- 11.1. Unless otherwise agreed in the Quotation, Equipment will be shipped FOB point of origin (Incoterms 2020). Customer will be responsible for shipping charges and for procuring insurance, unless otherwise specified. Customer will assume all risks of loss upon SLB's delivery to the carrier.
- 11.2. Equipment is deemed accepted upon delivery.
- 11.3. For Equipment being leased a clear bill of lading or express receipt shall serve as conclusive evidence of the quantity and good condition of the Equipment upon their delivery to a carrier.

## 12. Title.

- 12.1. For Equipment being purchased, title to the Equipment will pass to Customer upon payment in full. SLB will maintain a security interest in purchased Equipment until Customer has paid all charges associated with the purchase. Customer agrees to execute any documents necessary to help SLB perfect this security interest.
- 12.2. For Equipment being leased, title to the Equipment remains with SLB. Customer may not (i) remove or otherwise obscure any existing labels or markings identifying SLB as the owner of the Equipment; or (ii) pledge or otherwise use the Equipment as security or collateral.



**13. Installation.** Installation is not included in the Product fees but must be purchased as an extra and listed in the Quotation. If installation Services are ordered, Customer will be responsible for transporting the Equipment to the location within Customer's facility.

**14. Option to Purchase.** Where the Equipment is leased, if stated in the Quotation, then Customer may purchase the Equipment from SLB at any time under a separate Quotation, according to terms and conditions agreed to at that time and at the Purchase Price. In order to exercise the purchase option, Customer must have paid in full all invoices issued by SLB.

**15. Surrender of Leased Equipment.** Unless any option to purchase has been exercised, at the end of the initial Term, or any agreed extension, Customer, at its expense, will return the leased Equipment to SLB by delivering it in the same condition as when delivered to Customer, reasonable wear and tear excepted, to such place or on board such carrier, packaged for shipping as SLB may specify. Customer will also remove any computer password protections that would render the system unusable by SLB. Customer will be liable for the cost of any repair or replacement if leased Equipment is damaged prior to their receipt, or due to password protections is unusable by SLB.

## **16. Warranty.**

**16.1. General Equipment Warranty.** SLB warrants that the Equipment will function materially in accordance with the Documentation supplied with it. SLB's sole liability and Customer's exclusive remedy is the repair or replacement of Equipment within the warranty period equivalent to that provided by the third-party vendor. Any such Equipment warranties will be described in a limited warranty statement shipped with the Equipment, contained on the third party vendor's web portal, or as publicly announced by the third party vendor.

Any claim by Customer pursuant to the warranty will be made immediately upon discovery and confirmed to SLB in writing within eight (8) days. Defective items must be held for inspection or returned to SLB's or third party vendor's facility, at SLB's request. SLB has the right to determine the cause of any defect. Except where the warranty claim is agreed by SLB and/or the third party vendor, Customer will pay all costs, including transportation costs incurred to return, repair or replace Equipment. Purchased Equipment returned to SLB for which SLB provides replacement under this warranty will become the property of SLB.

**16.2. External Software.** Customer accepts any External Software "As Is" and under no warranty from SLB. However, SLB will pass through any applicable third party vendor's warranties for External Software supplied by SLB to Customer as the end user, and Customer agrees that this is its exclusive remedy.

**16.3. Maintenance & Services.** SLB will use reasonable efforts to provide Maintenance & Services in a professional and diligent manner.

**16.4. Limitations.** SLB's sole responsibility will be to provide the Products, Maintenance and/or Services described in the Quotation. Warranties do not apply to: (a) anything other than Products listed in the Quotation; or (b) use or storage of the Products not in accordance with the Documentation and/or this Agreement; or (c) installation, repair and/or maintenance which have been performed by a party other than SLB or authorized by SLB; or (d) conditions resulting from causes external to the Products; or (e) conditions resulting from modifications to the Products other than modifications made by SLB or SLB's service vendor; or (f) conditions resulting from Customer's movement of the Products; or (g) Products from which SLB's or SLB's contractor serial numbers have been removed.

**16.5. Disclaimer of Warranties.** Except as expressly stated herein, SLB MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

## **17. Intellectual Property.**

**17.1.** All title, ownership and Intellectual Property rights and Confidential Information in and to the Products and any modifications, improvements, enhancements or derivative works of the Products (including any that Customer may make) will vest and remain with SLB, its Affiliates or SLB's licensors or suppliers. This Agreement does not grant Customer any Intellectual Property rights in the Products, any software, Maintenance or Services.

**17.2.** While providing Products, Maintenance or Services to Customer, SLB may develop additional expertise, know-how and other intellectual property which are SLB's exclusive property and which SLB may freely utilize in providing products, maintenance or services for its other customers. SLB does not develop any Intellectual Property (including copyrights, patents, know-how, and expertise) for ownership by Customer under the Agreement, and SLB retains sole ownership of any such items created during the course of providing Products, Maintenance and/or Services hereunder.

## **18. Confidentiality.**

**18.1.** Each Party agrees to maintain all Confidential Information received from the other Party in secrecy and confidence during the term of any Agreement, and for a period of five (5) years after the termination or expiry of the last Agreement entered into pursuant to these T/Cs. Each Party will use the same degree of care as it uses to protect its own confidential information, but in no event will the receiving Party use less than a commercially reasonable degree of care. Further, each Party agrees (a) subject to Section 18.2 below to disclose the Confidential Information only to its officers, directors, employees, contractors and Affiliates (collectively, "Representatives") on a need-to-know basis and provided such Representatives are subject to equivalent confidentiality obligations as those set out herein; and (b) not to use the disclosing Party's Confidential Information for any purpose other than to exercise its rights and/or perform its obligations under an Agreement. Each Party will be responsible for any breaches of an Agreement by its Representatives.

**18.2.** If a third-party requests Confidential Information from a receiving Party pursuant to a legal requirement, the receiving Party will do the following, if legally permitted:

- 18.2.1. promptly notify the disclosing Party of the request;
- 18.2.2. reasonably assist the disclosing Party in seeking a protective order or similar remedy if the disclosing Party requests such assistance;
- 18.2.3. inform the disclosing Party of the Confidential Information provided to the third-party; and
- 18.2.4. endeavour to maintain confidentiality of Confidential Information disclosed to the third-party.

## 19. Equipment Maintenance.

*If provided under the Agreement, the following sections on Maintenance apply:*

- 19.1. **Maintenance scope.** Maintenance is compulsory for Equipment leased and subject to additional fees. Maintenance is optional for purchased Equipment and subject to additional fees. Customer's right to Maintenance is specified in the Quotation.

Customer's right to receive Maintenance for the Equipment is subject to its compliance with the terms of this Agreement and Customer's payment of all applicable fees. SLB will perform Maintenance at Customer's site and only on the Equipment identified by its serial number and as specified in the Quotation.

Maintenance includes parts and labour to keep the Equipment in good operating condition. SLB will, at its option, repair or replace any Equipment component or items that fail as a result of normal use. Any component parts that are removed from the Equipment as part of the Maintenance will become the property of SLB. Customer understands that SLB, at its sole option, may replace any defective parts with "like" parts and SLB does not guarantee to replace any part with exact same part. SLB will make reasonable efforts to replace parts with manufacturers approved replacement parts if available from the manufacturer or supplier.

Maintenance also includes access to a telephone answering system for notifying SLB of Equipment malfunctions and for requesting emergency assistance.

Customer agrees that it is not allowed to perform or allow any third-party to perform any unauthorised maintenance or repair of the Equipment during the Term or any agreed extension. Customer acknowledges that performance of unauthorised maintenance and/or repair services can void supplier's warranty and SLB's Maintenance and is not subject to reimbursement.

- 19.2. **Maintenance of Moved Equipment.** In the event that the Equipment is moved to a site different from that specified in the Quotation, SLB will continue to maintain the Equipment at the new site provided that: (a) the new site is within the country of installation and located within reasonable distance of SLB's facility which can offer Maintenance; and, (b) all items of the Equipment are located at the new site. SLB may at its sole discretion increase its fee for Maintenance to account for the movement to a new site.

If Customer moves the Equipment outside the country of installation or separates items of Equipment that were originally installed together, SLB may at its sole discretion either increase its fee for Maintenance to account for these changes or cancel Maintenance.

Customer agrees to give SLB at least two weeks' prior written notice of a planned move of the Equipment. The notice will provide details of the new location for the Equipment.

SLB can provide de-installation, packing, and re-installation Services for an Equipment move at its then-current charges. If Customer moves Equipment, it is responsible for all packing, shipping, insurance, customs, and other such charges related to the move.

- 19.3. **Maintenance Exclusions.** SLB is not obligated to provide Maintenance for Equipment if:
- a) Customer has improperly used, installed, stored or operated the Equipment or otherwise caused problems created through its fault or negligence;
  - b) the Equipment has been subjected to unusual physical, environmental or electrical stress, or
  - c) Customer has modified or repaired the Equipment without SLB's written consent.

SLB is not responsible for the compatibility of Equipment, software and/or operating systems.

- 19.4. **Maintenance term.** For purchased Equipment with Maintenance, upon expiration of the initial Term, unless a notice of termination has been received in accordance with this Section 19.4, Maintenance will automatically renew for consecutive, twelve-month terms, and renewal fees will be payable. Either Party may terminate such Maintenance by providing sixty (60) days written notice to the other Party, and the termination will be effective at the end of the then current term.

- 19.5. **Maintenance Fees.** Maintenance fees are separate from Product fees. All Payments for Maintenance are payable in advance. Customer agrees to pay any Maintenance fee invoice within thirty (30) days of the date of invoice. SLB may, in its discretion, determine to withhold Maintenance until payment has been received.

SLB may increase the Maintenance fees by giving Customer not less than thirty (30) days prior written notice. Increases become effective for the subsequent renewal. Notwithstanding the foregoing, no increase in Maintenance will apply for any period for which Customer has paid in advance.



If Customer's Maintenance for purchased Equipment lapses for any reason, Customer may reinstate lapsed Maintenance by making full payment of the Maintenance fees that would have been due for the lapsed period, and by paying a reinstatement administrative fee of five percent (5%) of the annual Maintenance fees.

## 20. Default and Remedies.

- 20.1. **Customer Default.** Customer will be in default for any material breach of the Agreement, including but not limited to any failure to perform obligations set out in Sections 17 and 18 (Intellectual Property and Confidentiality) and failure to meet payment obligations. In the event Customer commits a breach, SLB may at its option, suspend the provision of Maintenance to Customer. Additionally, the Parties agree that if Customer violates the provisions set out in Sections 17 and 18 (Intellectual Property and Confidentiality), Customer could cause SLB irreparable harm. Accordingly, the Parties agree that SLB will be entitled to seek timely injunctive relief to prevent any such breach.
- 20.2. **SLB Default.** If SLB defaults under this Agreement, Customer agrees to provide thirty (30) days' written notice to SLB in order to cure such default. If SLB fails to cure such default within the thirty (30) day period, Customer will have the right to pursue all available remedies at law or equity. Any action brought against SLB under this Agreement must be brought within twelve (12) months after the cause of action arises.

## 21. SLB Indemnification.

- 21.1. SLB agrees to defend and indemnify Customer for costs and damages finally awarded for third-party claims based on a finding of infringement of any patent, copyright, or trademark resulting from the Equipment supplied by SLB or the use of the Services.
- 21.2. SLB's indemnification obligations under this Section 21 are conditional on (i) Customer giving SLB prompt notice of the claim for alleged infringement; (ii) Customer not making any admission, declaration, or arrangement regarding the claim of the alleged infringement; and (iii) Customer tendering sole control and the defence of the claim to SLB. If SLB reasonably believes the Equipment or the Services may infringe a third-party's Intellectual Property, SLB may, at its sole option and expense: procure the right for Customer to continue using the Equipment or the Services; replace or modify the Equipment or the Services to make them non-infringing; or replace the Equipment or the Services with a functionally equivalent alternative. If SLB determines that the foregoing remedies are not commercially reasonable, SLB may, at its discretion, terminate the Agreement, accept the return of the purchased Product and grant Customer a credit for the then depreciated value of the infringing Product, which for the purposes of this Section will be presumed to depreciate by one-third (1/3) of its purchase price per year and/or discontinue the Service and return any prepaid unearned fees and provide Customer with a refund for un-performed Services.
- 21.3. SLB's agreement to indemnify Customer will be void, and SLB will have no liability or responsibility to the Customer, if the alleged claim of infringement is based upon:
- 21.3.1. SLB's compliance with Customer's specifications;
  - 21.3.2. the combination of the Product or Service with other products, software, services, processes, methods, workflows, or data not furnished by SLB;
  - 21.3.3. any unauthorized addition to or modification of the Product or Service; or
  - 21.3.4. any use of the Product or Service that does not correspond to their specification.
- 21.4. Customer will indemnify, defend, and hold harmless SLB for any alleged infringement and any finding of infringement of any patent, copyright, or trademark, which results from a claim based on Sections 21.3.1 to 21.3.4.
- 21.5. The provisions of this Section 21 are Customer's sole and exclusive remedy for any third-party claims of intellectual property infringement.

## 22. Limitation of Liability.

- 22.1. Customer can recover from SLB only damages up to the aggregate amount of the fees Customer has paid over the previous 12-month period for the Products, Maintenance or Services that has caused such damages.
- 22.2. The Parties hereby agree to release, protect, defend, indemnify and hold each other harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, resulting from or arising in connection with the Products, Maintenance or Services, including but not limited to those resulting from or arising in connection with: (a) network failures or downtime; (b) security breaches or failures, and/or to the fullest extent permitted by law, (c) indirect, incidental, consequential, special, punitive or other similar damages, and:
- (i) loss of use;
  - (ii) loss of data;
  - (iii) loss of revenue, profit, anticipated profit or loss of business;
  - (iv) loss of investment; or
  - (v) cost of substitute products or services;



whether arising out of or in connection with the performance of the Products, Maintenance or the use of the Services or any deliverables (and anything produced therefrom), regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort (including negligence), strict product liability or any other legal or equitable theory.

These limitations apply even if repair, replacement or a refund for the Products, Maintenance or Services does not fully compensate Customer for any losses and regardless of: (i) whether SLB knew of or should have known about the possibility of damages; and/or (ii) if any limited remedy fails in its essential purpose.

- 22.3. Customer will protect, indemnify, hold harmless and defend SLB of and from any loss, cost, damage, or expense, including attorneys' fees, above or outside SLB's limit of liability.
  - 22.4. Each Party ("Indemnifying Party") hereby agrees to release, protect, defend, indemnify and hold the other Party ("Indemnified Party") harmless from and against any and all liability, claims, demands, proceedings and causes of action resulting from: (a) the death or illness of or injury to any member of the Indemnifying Party's personnel, regardless of the cause of such death, illness or injury; and (b) the loss of or damage to the Indemnifying Party's property, regardless of the cause of such property loss or damage.
  - 22.5. The liability limitations in this Section 22 will apply regardless of whether: (i) SLB has been advised of the possibility of the corresponding liability, (ii) the services were intended to prevent the events that gave rise to the claimed liability, or (iii) the claimed liability is based on breach of contract or warranty, negligence (sole or concurrent, active or passive), strict liability, failure of essential purpose or any other legal or equitable theory.
- 23. Governing Law, Venue and Arbitration.** Any controversy or claim arising out of or relating to the Products or the Agreement, or any breach thereof, will be settled by arbitration to be held in the English language in accordance with the commercial arbitration rules of the American Arbitration Association under its Commercial Arbitration Rules (if Customer acquired the Products in the United States) or the London Court of International Arbitration (if Customer acquired the Products outside of the United States). Any award rendered by the arbitrator(s) may include costs against either Party and may be entered into a court of competent jurisdiction for enforcement, subject to limitations of liability articulated in these T/Cs. The arbitrators must issue a final award no later than twelve (12) months after a demand for arbitration is filed. When SLB is Schlumberger Technology Corporation or any other U.S. legal entity, the laws of Texas, USA, without regard to its choice of law provisions, govern all disputes and/or claims arising out of or in connection with the Agreement, including subject matter, formation, and non-contract disputes and/or claims; and, the place where such disputes and/or claims will be addressed is in Harris County, Texas, USA. When SLB is not Schlumberger Technology Corporation or any other U.S. legal entity the laws of England and Wales will govern any dispute and/or claim arising out of or in connection with the Agreement, including subject matter or formation, as well as any non-contract disputes and/or claims arising in connection with the subject matter of an Agreement; and the place where such disputes and/or claims will be addressed is in London, England.
- 24. Assignment.** No rights or obligations under the Agreement are assignable or transferable (other than to SLB's or Customer's Affiliates) in any manner, whether voluntary, by merger, operation of law or otherwise without the other Party's prior written agreement. Any transfer or assignment in breach of this section allows the non-breaching Party to terminate the Agreement.
- 25. Publicity.** Neither Party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party, except (i) as required by law or any court or other authority of competent jurisdiction; or (ii) where SLB uses Customer's name and/or logo(s) in its marketing material to notify others and/or make public that Customer is a user of SLB's services.
- 26. Third-party Rights.** The Agreement does not confer any rights on any person or party (other than the Parties to the Agreement and, where applicable, their successors and permitted assigns), including under English law pursuant to the Contracts (Rights of Third Parties) Act 1999 or any other applicable law or regulation. However, Customer acknowledges that the third-party vendor of Equipment and third-party software vendors of External Software are third-party beneficiaries to this Agreement and have the right to enforce the terms and conditions of this Agreement as they relate to Equipment and External Software, respectively.
- 27. Licence Verification.** From time to time, and with reasonable notice and during normal business hours, SLB may audit Customer's books and records, facilities, and authorized computers where the External Software may be located to confirm the appropriate use of the External Software in accordance with the terms of the appropriate license agreement. Audit rights are not intended to extend to the review of Customer's Confidential Information.
- 28. Force Majeure.** SLB will not be liable under the Agreement if SLB is prevented from or delayed in performing SLB's obligations by acts or events beyond SLB's reasonable control, including: strikes, lock-outs or other industrial disputes (whether involving the workforce of SLB or any other Party); utility, network or device failure external to SLB or its cloud service providers; acts of God, war, riot, civil commotion, pandemic, malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident, breakdown of plant or machinery; fire, flood, or storm.
- 29. Relationship of the Parties.** The relationship between the Parties is that of independent entities. 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 will have authority to contract for or bind the other Party in any manner whatsoever.
- 30. Waiver.** No failure or delay by a Party to exercise (partially or completely) any right or remedy provided under the Agreement or by law will constitute a waiver or restriction of that or any other right or remedy.
- 31. Notices.** SLB may provide Customer with information about Products, Maintenance or Services electronically, including, but not limited to, via email, a forum, or a web site that SLB identifies. Notice is effective as of the date made available by SLB. Notices expressly required under these



T/Cs, any Quotation or Agreement will be in writing, (a) sent electronically to the other Party's email address, or (b) sent physically to the other Party's registered address by courier, registered mail, or certified mail return receipt requested, or by a firm regularly engaged in the business of delivery of documents or packages.

- 32. Severability.** If any term or provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 33. Entire agreement.** These T/Cs, together with a Quotation, and any Change Order(s), constitute the sole and entire agreement between SLB and Customer regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. An Agreement may only be amended, modified, or supplemented by a Change Order signed by each Party hereto.
- 34. Headings.** The Section headings contained in these T/Cs are for reference purposes only and will not affect the meaning or interpretation of these T/Cs.
- 35. Interpretation of dialect.** The text of the Agreement, as well as the documents associated therewith, including the Quotation, have been written in English in multiple locations around the world. Consideration has been taken to harmonize the particular dialect of English being used herein, all versions being deemed authentic. For legal purposes, any typographical or grammatical errors originating in non-US English dialects will be deemed to be given a proper interpretation under the US English dialect, which shall be given priority of any interpretation.
- 36. Survival.** The following sections survive the termination or expiry of the Agreement: Sections 10.3 (Compliance with Laws), 16 (Warranty), 17 (Intellectual Property), 18 (Confidentiality), 20 (Default and Remedies), 22 (Limitation of Liability), 23 (Governing Law, Venue and Arbitration), 26 (Third-party Rights) and 27 (Licence Verification.).