



SLB PERSONNEL SERVICES TERMS AND CONDITIONS

These terms and conditions (“T/Cs”) along with a Statement of Work (collectively, the “Agreement”) govern the provision of office-based personnel Services by SLB to Customer. Any contrary, inconsistent, or additional provisions contained in Customer’s purchase order or other Customer documentation is 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 Statement of Work.
- 1.2. **Assumptions:** the assumptions, if any, upon which the Services are premised as specified in the Statement of Work.
- 1.3. **Attendees:** Customer’s personnel who are identified and registered as individual attendees for Training Services.
- 1.4. **Change Order:** a written amendment to the Statement of Work varying the scope of the Services, deliverables and/or other matters related to the Services.
- 1.5. **Cloud Service Providers:** third-party providers offering cloud-based platforms, infrastructure, applications, and/ or storage services which may involve the transfer of data across international borders.
- 1.6. **Customer Data:** any data, text, images, audio, video, or software provided by Customer to SLB.
- 1.7. **Confidential Information:** any non-public and proprietary information disclosed by one party to the other party under an Agreement, including: Customer Materials, 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:
 - 1.7.1. 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;
 - 1.7.2. 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;
 - 1.7.3. 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;
 - 1.7.4. was or is independently developed by 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
 - 1.7.5. that the parties have entered into the Agreement.
- 1.8. **Customer:** the legal entity identified in the Statement of Work as receiving the Services from SLB.
- 1.9. **Customer Materials:** all data, documents, information, items, and materials in any form, whether owned by the Customer or a third-party, provided or made available by Customer to SLB in connection with the Services. Customer Materials include Customer Data.
- 1.10. **Deliverables:** any defined deliverables specified in the Statement of Work which may include Interpretations, reports, files, software, processes, algorithms, formulas, documentation, and other work product provided as part of the Services.
- 1.11. **Dependencies:** those responsibilities and obligations of Customer specified in the Statement of Work or this Agreement.
- 1.12. **Effective Date:** the effective date specified in the signed Statement of Work or in the absence of such, (i) the later date of signature of the Statement of Work or (ii) the date of acceptance by SLB of the Statement of Work, whichever occurs first.
- 1.13. **Intellectual Property:** patents, rights to inventions, copyright and related rights, moral rights, trade marks 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.



- 1.14. **Interpretations:** (i) processing, review, and analysis of data; (ii) the making of models, workflows, and estimates; (iii) descriptions of data, wells, and reservoirs; and (iv) any other explanation, evaluation, recommendation, or description provided to Customer through the Online Services.
- 1.15. **Non-Reliance Letter:** a release and waiver letter for execution by a third-party in a form provided by SLB.
- 1.16. **Online Services:** SLB's cloud-based platforms and technologies, including DELFI.
- 1.17. **Party or Parties:** Customer and/or SLB, as applicable.
- 1.18. **Personal Data:** any information that is directly or indirectly related to an identified or identifiable natural person.
- 1.19. **Term:** the term of the Services specified in the applicable Statement of Work.
- 1.20. **SLB:** the SLB legal entity specified in the applicable Statement of Work.
- 1.21. **Services:** the office-based personnel services as specified in the Statement of Work, including Training Services.
- 1.22. **Statement of Work:** the written quotation, order form, proposal, statement of work or equivalent document specifying the Services to be provided by SLB along with the fees, any Deliverables, acceptance criteria and other related matters.
- 1.23. **Training Materials:** resources and materials provided or made available to Attendees for the purposes of the Training Services, including but not limited to, articles, guides, audio and video clips, e-books, and other resources and materials whether online, or made available in soft copy or hard copy form.
- 1.24. **Training Services:** training and competency development services provided by SLB.
- 1.25. Clause, Schedule, and paragraph headings shall not affect the interpretation of these T/C's.
- 1.26. A person includes a natural person, corporate or unincorporated body.
- 1.27. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.28. 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.
- 1.29. 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.
- 1.30. 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 Services.
- 2.2. Each Statement of Work shall, upon its execution (or acceptance by other means), constitute a separate legal agreement between Customer and SLB for the provision of the Services specified in that Statement of Work and shall incorporate by reference these T/Cs to form an Agreement.
- 2.3. If there are any discrepancies between the relevant Statement of Work and these T/Cs, these T/Cs will take precedence unless that Statement of Work:
 - 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 Statement of Work or enter into any Agreement. Except to the extent provided in an Agreement SLB shall not be obliged to provide any Services to Customer.
- 2.5. In the event that the Services include access by Customer to the Online Services, for example for the purpose of Training Services, such access will be subject to and governed by the Online Services Terms and Conditions at: <https://www.software.slb.com/schlumberger-online-services-terms-and-conditions>.

3. SLB Responsibilities.

- 3.1. SLB will provide Customer with the Services, and any associated Deliverables, set out in the Statement of Work and subject to the terms and conditions of this Agreement.
- 3.2. SLB will use commercially reasonable efforts to perform the Services within the schedule provided for in the Statement of Work (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.



- 3.3. SLB is entitled to use subcontractors, including Affiliates and Cloud Service Providers, in the course of performing the Services. SLB will remain liable for any subcontractors' non-compliance with the terms of this Agreement.

4. Customer Responsibilities.

- 4.1. Customer acknowledges that SLB's ability to perform the Services is dependent upon:
 - 4.1.1. Customer fulfilling any Dependencies;
 - 4.1.2. Customer's reasonable and timely cooperation with SLB, including for example by promptly responding to questions, making decisions, and providing information and approvals as necessary for SLB to be able to provide the Services;
 - 4.1.3. the accuracy, quality, and completeness of any Customer Materials;
 - 4.1.4. the availability of appropriate Customer personnel and representatives as required for consultation and guidance;
 - 4.1.5. sufficient system and network connectivity and access; and
 - 4.1.6. access to such Customer premises, systems, software, and Customer Materials as is reasonably required to provide the Services.
- 4.2. SLB will have no liability to Customer if any Assumptions prove to be materially incorrect or Customer fails to perform any of its Dependencies and any such occurrence will entitle SLB to a reasonable adjustment to the fees and/or schedule for any affected Services.
- 4.3. When required by SLB in order to provide the Services, Customer shall deliver Customer Data, at its expense, to the location identified in the Statement of Work, or otherwise specified in writing.
- 4.4. Customer is responsible for all acts and omissions of Attendees. Customer assumes all risk of travel and attendance for Attendees, including any damage or harm to person or property. Accordingly, Customer will defend, indemnify, and hold harmless SLB and its Affiliates from and against any and all claims for property damage, destruction, or loss and/or personal or bodily injury, illness, or death, sustained or caused by Attendees.
- 4.5. Unless otherwise expressly prohibited in the Statement of Work Customer consents to the export of Customer Data across international borders and Customer warrants it has all necessary licenses, consents, and permissions in place for any such transfer.
- 4.6. To the extent permitted by applicable law, Customer shall not provide any Deliverables or other output from the Services to any third-party in connection with raising finance or procuring investment (other than pursuant to an equity capital raising on a public market) without the Non-Reliance Letter first being completed and signed by the third-party and provided to SLB.

5. Change Control.

- 5.1. Either party may propose changes to the scope or execution of the Services, provided that no proposed changes shall come into effect until a relevant Change Order has been signed by both parties.

6. General Payment Terms & Taxes.

- 6.1. Fees will be set out in the Statement of Work and unless otherwise stated therein, payment for the Services is upfront, in full. Unless otherwise specified in the Statement of Work, Customer agrees to pay all reasonable expenses, incurred in performance of the Services, including but not limited to, third-party services or products, travel, accommodation, and other incidental expenses, at cost plus fifteen percent (15%).
- 6.2. 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 Statement of Work. 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.
- 6.3. 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.
- 6.4. 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 Statement of Work. Customer agrees to pay all reasonable and documented costs and attorneys' fees SLB may incur in collecting any unpaid fees.
- 6.5. 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 Services. If any such taxes or duties are applicable, they will be added to SLB's invoices to Customer. If SLB must initially pay such assessments, Customer agrees to reimburse SLB within thirty (30) days after receipt of SLB's invoice. Taxes based upon SLB's income are the sole responsibility of SLB.
- 6.6. The prices, rates and charges set forth in the Agreement and each Statement of Work 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.

- 6.7. If any tax is imposed on SLB, outside its country of incorporation and fiscal residence, as a consequence of the providing services under an Agreement or due to an act of Customer that is outside the control of SLB or due to Customer accessing and storing the data in a particular country, such taxes will be for the sole account of Customer and be paid by Customer irrespective of how it is levied. Should SLB have to pay such taxes, Customer shall promptly reimburse SLB such amounts that eliminate any incremental tax burden on SLB due to the above stated factors. SLB undertakes to provide Customer documents evidencing the imposition of such tax.
- 6.8. 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 country of operation 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.

7. Term, Suspension, and Termination.

- 7.1. The Agreement will begin on the Effective Date and will continue until the expiry of the Term, unless terminated earlier in accordance with its terms.
- 7.2. SLB may suspend or terminate the Agreement with immediate effect in the event Customer (i) fails to comply with applicable export or trade control regulations or becomes subject to legal sanctions or (ii) fails to pay SLB's invoice when due.
- 7.3. 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:
 - 7.3.1. 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 irremediable;
 - 7.3.2. the other party suspends, or threatens to suspend, payment of its debts;
 - 7.3.3. 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
 - 7.3.4. 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.
- 7.4. In the event of termination for Customer's material breach, Customer will pay the full fees for the Services. In the event of termination for SLB's material breach, Customer will pay the Fees for the Services performed up to the effective date of termination.
- 7.5. For Training Services, if notice of cancellation is received by SLB in writing no less than fifteen (15) days prior to the course start date, full course tuition fees will be refunded less any incurred expenses.

8. Compliance with Laws.

- 8.1. SLB will protect any Personal Data it receives in the course of the performance of the Services in accordance with its Privacy Statement (<http://www.slb.com/about/privacy.aspx>).
- 8.2. Customer and SLB will each comply with all laws and regulations applicable to their business operations and their obligations under the Agreement.
- 8.3. The use and delivery of the Services and Deliverables (or any other output from the Services) in Cuba, North Korea, Syria, Iran, or other countries that are subject to United States, United Nations, European Union, or other similar trade sanctions/embargoes, is 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 use of the Services or Deliverables in violation of applicable trade control or data residency regulations will result in the automatic termination of the Agreement with no liability to SLB.

9. Acceptance of Deliverables.

- 9.1. Acceptance of Deliverables will be based on the acceptance process and criteria set out in the Statement of Work. Notwithstanding anything to the contrary in the Statement of Work, Deliverables shall be deemed accepted by Customer upon the earlier to occur of:
 - 9.1.1. Customer providing written notice of acceptance;
 - 9.1.2. Customer's use of the Deliverable in a live or operational environment or manner otherwise consistent with acceptance of such Deliverables; or
 - 9.1.3. where no objection (which shall be in writing and accompanied by supporting reasons) is made in respect of such Deliverable within thirty (30) days of delivery to the Customer.



10. Intellectual Property.

- 10.1. All Intellectual Property rights in and to the Services and Deliverables, including any new Intellectual Property developed in the course of the Services, vest and remain with SLB, its Affiliates, and its licensors. Upon payment of all fees due under the Statement of Work, SLB grants Customer a worldwide, non-exclusive, non-sublicensable (other than to Customer Affiliates as necessary for Customer to receive the benefit of the Services), non-assignable, perpetual licence to the Deliverables for its internal business purposes.
- 10.2. Where SLB is providing Customer with Training Services, SLB grants Attendees a right to use the Training Materials for the term of the Training Services solely for the purpose of engaging in, and receiving the benefit of, the Training Services. Distribution of Training Materials is limited solely to Attendees and Training Materials may not be duplicated, copied, used and/or distributed (either in whole or in part) by or beyond those Attendees.
- 10.3. Customer warrants that it owns, or has the right to provide SLB with, the Customer Materials. Customer grants SLB grants Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials solely for the purpose of providing the Services to Customer. In addition, subject to the confidentiality obligations herein, Customer permits SLB and its Affiliates to use Customer Data for internal training and to improve its products and services.
- 10.4. With respect to seismic data in particular, Customer hereby grants SLB and its Affiliates a license to, and acknowledges that, SLB may, reproduce and present any data embodied in the seismic data for the purposes of explaining seismic data acquisition and/or interpretation techniques and may take the form of a brochure, poster, paper, abstract, or presentation. Company shall remove any Customer sensitive information from any such data (such as direct references to Customer, its partners or co-venturers, its field names, its well names, or locations). Additionally, for seismic data processing services, Customer acknowledges that, if seismic data is provided to SLB with a no-permit mask, SLB is required to apply the mask to the any Deliverables containing seismic data before delivery.
- 10.5. If Customer provides SLB feedback or suggestions about the Services or the Deliverables, then SLB may use that information without obligation to Customer, and Customer irrevocably assigns SLB all rights, title, and interest in that feedback and/or those suggestions. If SLB provides Customer with feedback or suggestions about Customer Materials, then Customer may use that information without obligation to SLB, and SLB hereby irrevocably assigns to Customer all right, title, and interest in that feedback or suggestions.
- 10.6. Save as specified in this Section 10, nothing in this Agreement grants Customer, or its Affiliates, any rights to or in SLB's Intellectual Property.

11. Confidentiality.

- 11.1. 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 11.2 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.
- 11.2. 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:
 - 11.2.1. promptly notify the disclosing party of the request;
 - 11.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;
 - 11.2.3. inform the disclosing party of the Confidential Information provided to the third-party; and
 - 11.2.4. endeavour to maintain confidentiality of Confidential Information disclosed to the third-party.

12. Warranty.

- 12.1. SLB warrants that the Services will be performed in a professionally competent and workmanlike manner with all reasonable care and skill and any Deliverables will materially conform to their specification. As a sole and exclusive remedy, and provided Customer is up to date in the payment of fees, SLB will re-perform or, at SLB's option, provide Customer a pro-rata refund for any part of the Services that meet the warranted standard provided the non-compliance is brought to SLB's attention within ninety (90) days of performance. EXCEPT FOR THE FOREGOING WARRANTY, SLB EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, INTERPRETATIONS, OR USE OF ANY DELIVERABLES.

13. Indemnification.

- 13.1. **SLB Indemnification.**

- 13.1.1. 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 use of the Services or Deliverables.
- 13.1.2. SLB's indemnification obligations under this Section 13 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 alleged infringement; and (iii) Customer tendering sole control and the defence of the claim to SLB. If SLB reasonable believes the Services or Deliverables may infringe a third-party's Intellectual Property, SLB may, at its sole option and expense: procure the right for Customer to continuing using the Services or Deliverables; modify the Services or Deliverables to make them non-infringing; or replace the Services or Deliverables with a functionally equivalent alternative. If SLB determines that the foregoing remedies are not commercially reasonable, SLB may, at its discretion, terminate the Agreement and provide Customer with a refund for unperformed Services.
- 13.1.3. 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:
- 13.1.3.1. SLB's compliance with Customer's specifications;
 - 13.1.3.2. the combination of the Services or Deliverables with other products, software, services, processes, methods, workflows, or data not furnished by SLB;
 - 13.1.3.3. any unauthorized addition to or modification of the Services or Deliverables; or
 - 13.1.3.4. any use of the Services or Deliverables that does not correspond to their specification.
- 13.1.4. 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 13.1.3.1 to 13.1.3.4.
- 13.1.5. The provisions of this Section 13.1 are Customer's sole and exclusive remedy for any third-party claims of intellectual property infringement.
- 13.2. **Customer Indemnification.** Customer will indemnify, defend, and hold harmless SLB and SLB's officers, directors, employees, agents, successors and assigns, and SLB's Affiliates from and against any and all losses incurred in connection with any claim, suit, action, or proceeding that arises out of or relates to: (i) Customer's use of the Services or Deliverables (including any reliance, plans or activities based thereon); (ii) Customer Materials and SLB's use thereof; or (iii) any third-party's reliance on the Services or Deliverables.

14. Limitation of Liability.

- 14.1. SLB's aggregate liability to Customer for all claims whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or in connection with an Agreement shall be limited to the amount of fees paid by Customer under the Agreement in the twelve (12) months immediately preceding the claim, less any amounts previously claimed. Nothing in this Section 14 shall exclude or limit any liability that cannot be excluded or limited at law. Customer will indemnify, hold harmless, and defend SLB of and from any loss, cost, damage, or expense, including third-party claims and attorneys' fees, above SLB's limit of liability.
- 14.2. UNLESS OTHERWISE AGREED, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY MAY RECOVER, INCLUDING UNDER AN INDEMNITY, ANY PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR ENHANCED DAMAGES. FURTHER THE PARTIES ACKNOWLEDGE AND AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR ANY OF THE FOLLOWING LOSSES, IN EACH CASE WHETHER DIRECT OR INDIRECT: (I) LOSS OF USE; (II) LOSS OF REVENUE, PROFIT, OR BUSINESS; (III) LOSS OF INVESTMENT; (IV) LOSS OF RIG TIME OR OTHER BUSINESS INTERRUPTION; (V) COST OF SUBSTITUTE SOFTWARE OR SERVICES, OR THE PROCUREMENT THEREOF; (VI) AND/OR LOSS, DAMAGE, CORRUPTION, OR REPLACEMENT OF COMPUTING SYSTEMS.
- 14.3. The limitations and exclusions in this Section 14 (Limitations of Liability) apply even if Customer is not fully compensated for any losses and regardless of: (i) whether SLB knew of or should have known about the possibility of damages; (ii) if any limited remedy fails in its essential purpose; and/or (iii) regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort (including, but not limited to negligence or breach of statutory duty), strict product liability or any other legal or equitable theory.
- 14.4. CUSTOMER SHALL ONLY PROVIDE SLB WITH COPIES OF CUSTOMER DATA AND SHALL RETAIN ORIGINALS AND/OR BACKUP COPIES. RISK OF LOSS OF CUSTOMER DATA IS CUSTOMER'S WHILE: (i) IN THE POSSESSION OF CUSTOMER OR (ii) IN THE HANDS OF A COMMON CARRIER WHEN THE CUSTOMER DATA IS BEING DELIVERED TO OR FROM SLB'S LOCATION. SLB'S MAXIMUM LIABILITY FOR LOSS OF ALL OR PART OF CUSTOMER DATA IS LIMITED TO THE LESSER OF THE COST OF RESTORATION OF THE DATA FROM A CUSTOMER COPY OR THE FEES PAID BY CUSTOMER FOR THE SERVICES. IN NO EVENT SHALL SLB BE LIABLE TO REACCOMPLISH CUSTOMER DATA. FOR PURPOSES OF THIS AGREEMENT, "RE-ACCOMPLISH" INCLUDES OBTAINING DATA BY MEANS OF REDRILLING OR RE-LOGGING A WELL OR RESHOOTING A SEISMIC LINE OR SURVEY.
15. **Governing Law, Venue and Arbitration.** Any controversy or claim arising out of or relating to the Services 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 (for Agreements entered into in the United States) or the London Court of International Arbitration (for Agreements entered into 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.

- 16. 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.
- 17. 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 1) as required by law or any court or other authority of competent jurisdiction; or 2) where Schlumberger 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 Online Services.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. Notices.** Notices expressly required under the Agreement will be in writing 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. All notices will only become effective on actual receipt.
- 23. 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.
- 24. Entire agreement.** These T/Cs, together with a Statement of Work, constitutes 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 an agreement in writing signed by each party hereto.
- 25. 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.
- 26. Interpretation of dialect.** The text of the Agreement, as well as the documents associated therewith, including the Statement of Work, 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.
- 27. Survival.** The following sections survive the termination or expiry of the Agreement: Sections 1 (Definitions), 7 (Term, Suspension, and Termination), 9 (Compliance with Laws), 10 (Intellectual Proprietary), 11 (Confidentiality), 13 (Indemnification), 14 (Limitation of Liability), 15 (Governing Law, Venue and Arbitration), 17 (Publicity), 18 (Third-party Rights), 23(Relationship of the Parties), 21 (Waiver), 23 (Severability), 24 (Entire Agreement), and this Section 27 (Survival).