SLB ON PREMISE SOFTWARE USE AND MAINTENANCE EDUCATIONAL INSTITUTIONS TERMS AND CONDITIONS

These terms and conditions together with a Quotation executed by both Parties form an agreement between the Parties (the "**Agreement**"). Any contrary, inconsistent, or additional provisions contained in Customer's purchase order or other Customer documentation is expressly rejected.

1. Definitions

1.1. **Affiliate:** any legal entity 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.

1.2. **Amendment:** any addendum, modification or supplement to the Agreement signed by the authorised representatives of both Parties.

1.3. **Business Day(s):** the standard days of business excluding official local and national holidays in the country of deployment.

1.4. **Business Hours:** the standard open SLB office hours in the country of deployment during Business Days.

1.5. **Concurrent User(s):** the number of individual students, faculty members, and/or information technology personnel designated by Customer to use the Software. The maximum number of Concurrent Users allowed to access and/or use the Software at any time may not exceed the number of Concurrent Users specified in the Quotation.

1.6. **Confidential Information:** non-public and proprietary information, including: Software, information related to third party vendors that SLB works with to provide the Software and/or Support Portal, information related to any security vulnerabilities of the Software and/or Support Portal, and 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:

1.6.1. 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;

1.6.2. 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;

1.6.3. 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;

1.6.4. 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

1.6.5. that the parties have entered into the Agreement.

1.7. **Customer:** the educational institution indicated in the Quotation.

1.8. **Customer Data:** any data, information, text, images, audio, video, or materials provided or made available by Customer to SLB under this Agreement. Customer Data includes Personal Data but excludes any publicly available information or data.

1.9. **Customer Liaison:** means a Concurrent User who is a point of contact appointed by the Customer that is a full time staff member of Customer (e.g., full professor, senior manager, etc.) and will function as the liason between the Customer and SLB concerning the Agreement, Software, and Maintenance matters.

1.10. **Documentation:** any documentation or information associated with the operation, performance or functionality of the Software and/or Support and Maintenance (including but not limited to user guides, manuals, technical specifications, and online help files) provided by SLB or available on the Support Portal, as may be updated by SLB from time to time.

1.11. **Educational Purpose:** access and/or use of the Software and/or Support and Maintenance by: (a) Customer's faculty to provide instruction to Customer's students for the purpose of classroom instruction; (b) Customer's students while enrolled in Customer provided educational courses where the student is receiving instruction from Customer's faculty and the Software and/or Support and Maintenance is relevant to the delivered instruction; (c) Customer's faculty and/or students for non-commercial and non-profit academic research projects; and/or (d) Customer's information technology personnel for purposes of providing Customer's faculty and/or students information technology services to facilitate access and/or by the Customer's faculty and/or students use of the Software and/or Support and Maintenance.

1.12. **Effective Date:** the earlier of the date specified in the Quotation or the date of the Software is made available to Customer to download.

1.13. **Embedded Software:** third party software components or products included as part of the Software, including open source software.

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1.14. **Geographic Unit:** means the specific country identified in the Quotation or in the absence of such, the area covered by a local area network no larger in radius than 1000 metres from the machine on which the Software is installed or within the same metropolitan area.

1.15. **Intellectual Property:** all trademarks or trade names (whether common-law or registered), logos, icons, patents, mask works, patents, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Software and/or Support and Maintenance

1.16. **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 under the Agreement.

1.17. **Party**: SLB or Customer; "**Parties**" means SLB and Customer.

1.18. **Pre-Commercial Software:** Versions of the Software or Software features that have not been approved for general commercial release, including 'alpha', 'beta' and early access versions.

1.19. **Quotation:** SLB's commercial order form listing the Software to be used by Customer, the number of Concurrent Users, Support and Maintenance, and any other optional elements selected by Customer.

1.20. **Quotation Term:** the term for Customer's permitted use of the Software and/or Support and Maintenance as specified in the Quotation.

1.21. **Remote Support:** certain Support and Maintenance services provided via remote access.

1.22. **Rental Licence:** a term licence to use the Software subject to payment of the periodic fees set out in the Quotation. At the end of the fee-paying term specified in the Quotation, Customer's right to use the Software expires.

1.23. **SLB:** the legal entity indicated in the Quotation.

1.24. **Software:** the SLB on premise software specified in the Quotation, including the Documentation and any applicable Updates and Upgrades.

1.25. **Support and Maintenance:** the support and maintenance services for the Software, including the provision of Remote Support and the Support Portal.

1.26. **Support Portal:** the SLB website made accessible to the Customer and Concurrent Users as part of Support and Maintenance where Customer can report issues and access other content, tools, and other services (e.g., discussion forums).

1.27. **Ticket**: a report of an error or abnormal behaviour of the Software submitted through the Support Portal or by email by Customer in accordance with the Support and Maintenance Policy.

1.28. **Updates:** any modifications, error corrections, bug fixes, patches, work arounds or minor improvements made to the Software, generally designated by a change to the digits to the right of the first decimal point (i.e. version 2.01 to 2.02).

1.29. **Upgrades:** any revision to the Software containing significant new functionalities, major improvements or product fixes, or significant feature changes, generally designated by a change to the digit to the left of the first decimal point (i.e. 3.01 to 4.00).

2. Software License Grant.

2.1. In consideration of any applicable fees and subject to the terms of this Agreement, SLB grants to Customer a non-exclusive, non-assignable, non-transferable, non-sublicensable, licence for the Quotation Term to install and use the Software for the Educational Purpose on a Concurrent User basis and only in accordance with the Documentation.

2.2. Customer's use of the Software is restricted to use within the Geographic Unit save that Customer's Concurrent Users may take or use the Software outside of the Geographic Unit for short-term assignments, not to exceed five (5) Business Days, and only to the extent permitted by section 8 (Compliance with Laws and Export Regulations). All other use or transfer outside of the Geographic Unit of first deployment is subject to SLB's prior written approval.

2.3. Customer acknowledges that the Software may contain or be accompanied by Embedded Software. Any open source software provided to Customer as part of the Software is copyrighted and is licensed to Customer under the applicable open source software licence. Copies of, or references to, those licences may be set out in a pop-up notification, text file, installation file or folder accompanying the Software. Customer agrees to comply with the licenses of any such Embedded Software.

2.4. Unless Customer and SLB have an existing agreement in place for the provision of consulting or professional services, any Services included in the Quotation will be provided under and subject to SLB's Services Terms and Conditions available at: https://www.software.slb.com/schlumberger-personnel-services-terms-and-conditions.

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3. **Support and Maintenance**. Subject to the payment of applicable fees, SLB will provide Support and Maintenance in accordance with SLB's Support and Maintenance Policy, the current version of which is available at: https://www.software.slb.com/schlumberger-support-and-maintenance-policy.

4. Customer Obligations and Restrictions

4.1. Customer must (i) notify SLB in writing the identity up to two (2) Customer Liaison(s) each calendar year and ensure that SLB has the Customer Liaison(s) contact information up to date at all times; (ii) permit SLB to conduct a site assessment of Customer's facilities before Software delivery to confirm the appropriate facilities and computer hardware; (iii) retain qualified domain experts for each Software domain licensed under the Agreement (for example, Geology, Petrophysics, Geophysics, and Reservoir Engineering); and (iv) retain qualified information technology personnel who will support the facilities and computer hardware hosting the Software.

4.2. Customer is solely responsible and liable for all acts and omission of its Concurrent Users. Customer must ensure that all use of the Software and/or Support and Maintenance by Concurrent Users is in compliance with the terms of this Agreement.

4.3. The Software is licensed not sold. SLB reserves all other rights that are not specifically granted to Customer. As a condition of this Agreement, Customer expressly agrees not to: (i) rent, lease, lend, sub-license or otherwise distribute or assign Customer's rights in the Software or Support and Maintenance without SLB's prior written consent; (ii) reverse engineer, decompile or disassemble the Software except and only to the extent required by law; (iii) develop or create modifications, improvements and/or derivative works of the Software without SLB's prior written approval unless such modifications are made using any SLB software specifically designed for such purposes; (iii) use the Software and/or Support and Maintenance in violation of any law, statute, ordinance or regulation applicable to Customer (including but not limited to the laws and regulations governing privacy, export control, federal, state and local laws and regulations governing the use of network scanners and related software in all jurisdictions in which systems are scanned or scanning is controlled, or anti-discrimination, in each case that are applicable to Customer); (iv) negligently, intentionally or wilfully propagate or introduce any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (v) remove or obscure any product identification or proprietary notice contained in the Software; (vi) combine or use the Software in combination with any Excluded Licence; (vii) seek to access restricted elements of the Software or modify or disable or otherwise "crack" any feature incorporated in the Software, including by bypassing security features, including but not limited to licence and quality control features that limit or record the number of users, or those that are intended to prevent access to unlicensed elements or modules of the Software, such as premium modules which are subject to additional fees; (viii) publish or display the Software or Documentation in any manner except as provided herein; (ix) use of the Software to aid in the development of the science, technology, or product content of another software product similar in function or capability to a commercially available SLB software product without the express written consent of SLB; (x) perform a benchmark or performance analysis of the any version of the Software and/or Support Portal; or (xi) use the Software for any commercial purposes or on behalf of, or to provide, any product or service to third parties.

4.4. No copies of the Software, including Documentation, is permitted unless authorized by SLB. If any authorized Software copies are made, then those copies must retain all Intellectual Property rights notices. If the Software is installed on a virtual machine, Customer and its Concurrent Users must not to duplicate or make copies of the license file in order to run more copies of the Software than the Customer has licensed and is entitled to run.

5. Fees and Payment

5.1. Fees, if applicable, are set out in the Quotation and unless otherwise specified therein fees are payable upfront, in full.

5.2. Customer will pay all undisputed invoices within thirty (30) days of the invoice date. 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.

5.3. Customer must notify SLB in writing, within five (5) days from the entry into effect of the Agreement, of all pre-requisites and information that SLB must provide with or include in an invoice in order to enable Customer to acknowledge and settle the invoice (e.g. legal entity, billing address, purchase order number, pro forma invoice, etc.). If Customer fails to notify SLB as prescribed above, the following will apply:

5.3.1. an invoice supported by reasonable evidence of delivery of the Software will be deemed a valid invoice, and Customer will be considered to have waived its right to reject or refuse to acknowledge such valid invoice on any ground other than failure to deliver the Software or Support and Maintenance; and

5.3.2. the payment terms and remedies for non-payment set out herein will apply to any such invoice. New or varied invoice pre-requisites or requirements will not take effect and will not become binding upon SLB unless and until they are agreed by SLB in writing prior to the issuance of an invoice.

5.4. 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 Quotation. Customer agrees to pay all reasonable and documented costs and attorneys' fees SLB may incur in collecting any unpaid fees.

5.5. SLB reserves the right to rescind any discounts provided in the Agreement if Customer fails to pay an undisputed portion of an invoice when due or SLB prevails in a dispute resolution process regarding any portion of a disputed invoice. If such discount is rescinded by

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SLB, Customer must pay SLB the amounts owed for the Software and/or Support and Maintenance Services had the discount never been provided.

5.6. The 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 Software and/or Support and Maintenance. 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, and assessed in Company's country of residence, are the sole responsibility of SLB.

5.7. The fees 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 will 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 will deduct the withholding taxes from such grossed-up amounts and pay such withholding taxes directly to the appropriate governmental authority.

5.8. 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 will 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.

6. Intellectual Property Ownership

6.1. Except as expressly set forth herein this Agreement does not grant either Party any rights, implied or otherwise, in or to the other Party's Intellectual Property. SLB, and its licensors, retain all right, title, ownership, and interest in and to the Software and to the Support and Maintenance, as well as any modifications or derivative works thereto.

6.2. If Customer provides SLB feedback or suggestions about the Software and/or Support and Maintenance, 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.

7. Customer Data

7.1. Customer is solely responsible for the legality, reliability, integrity, accuracy, and quality of any Customer Data provided to SLB or made available to SLB through Support and Maintenance. If SLB is provided with Customer Data, Customer must only provide SLB with copies of Customer Data, and Customer remains responsible for ensuring it has all necessary licences, consents, and the legal and contractual right to provide any such Customer Data.

7.2. SLB may use Customer Data to provide Support and Maintenance and to secure and improve SLB's products and services.

8. Compliance with Laws and Export Regulations

8.1. SLB provides Support and Maintenance pursuant to its Privacy Statement (http://www.slb.com/about/privacy.aspx), and all laws regarding Personal Data.

8.2. Customer, Concurrent User, and SLB will each comply with all laws and regulations applicable to them and related to the provision and use of the Software and Support and Maintenance including data transmission, storage, processing, privacy, security breaches, data residency, import/export controls, and international sanctions.

8.3. Customer is authorised to use the Software in the Geographic Unit only. Customer will not allow access to or use of the Software by Concurrent Users:

8.3.1. from Cuba, North Korea, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions/embargoes; or

8.3.2. in a manner which would breach any country's data residency laws or regulations,

by any means whatsoever.

8.4. Customer will comply with all applicable export control, trade sanctions and other foreign trade control laws, rules and regulations and will not export, re-export or import, directly or indirectly, any export-controlled items, or any direct product of them, nor undertake any transaction hereunder in violation of any applicable export laws. Customer's or Customer's Concurrent Users' violation of applicable export or trade control regulations will result in the immediate automatic termination of the Agreement, and all rights granted therein.

8.5. If Customer and/or any Concurrent User is or becomes a denied party or otherwise the subject of any sanctions legislation that, in SLB's reasonable opinion, restricts or prohibits Customer's and/or Concurrent Users' access to or use of the Software and/or Support and Maintenance, such access or rights to use will be immediately suspended. If legally permitted, SLB will promptly notify Customer of any such suspension, data retention, or data deletion. Nothing herein shall restrict SLB's ability to comply with any legal requirements relating to the retention or deletion of Customer Data that may arise in connection with sanctions legislation.

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9. Confidentiality.

9.1. Each party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the term of the Agreement, and for a period of five (5) years after the termination or expiry of the last agreement entered into pursuant to these terms. 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 10.2 below to disclose the Confidential Information only to its officers, directors, employees, contractors and Affiliates on a need-to-know basis (collectively, "Representatives") 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.

9.2. 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:

9.2.1. promptly notify the disclosing party of the request;

9.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;

9.2.3. inform the disclosing party of the Confidential Information provided to the third party; and

9.2.4. endeavour to maintain the confidentiality of Confidential Information disclosed to the third party.

10. Warranty

10.1. THE SOFTWARE AND SUPPORT AND MAINTENANCE IS PROVIDED "AS IS". TO THE FULLEST EXTENT PERMITTED BY LAW, SLB AND ITS LICENSORS EXCLUDE AND DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND ALL OTHER TERMS OF ANY KIND WHATSOEVER, WHETHER IMPLIED BY STATUTE, REGULATIONS, DIRECTIVES, OR COMMON LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, PERFORMANCE, USAGE OR TRADE. SLB DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE OR SUPPORT AND MAINTENANCE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE OR SECURE. SLB DISCLAIMS ANY WARRANTIES WITH RESPECT TO CUSTOMER DATA OR THE RESULTS OF ANY USE OF THE SOFTWARE, INCLUDING ANY INTERPRETATIONS. SLB IS NOT LIABLE FOR ANY DELAYS OR FAILURES IN CUSTOMER'S SYSTEMS OR INFRASTRUCTURE OR ANY INABILITY, ERROR OR FAULT ON THE PART OF CUSTOMER IN THE INSTALLATION OR OPERATION OF THE SOFTWARE.

11. Limitations on Liabilities and Remedies

11.1. SLB's (and its licensors) 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 the Agreement will be limited to the greater of (i) the fees paid by Customer under the Agreement in the twelve (12) months immediately preceding the claim, less any amounts previously claimed, or (ii) $100.00 USD. Nothing in this Section 11 will exclude or limit any liability that cannot be excluded or limited at law. Customer will release and hold harmless SLB of and from any loss, cost, damage, or expense, including third party claims and attorneys' fees, above SLB's limit of liability.

11.2. 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 WILL 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 GOODWILL OR REPUTATION; (V) LOSS OF RIG TIME OR OTHER BUSINESS INTERRUPTION; (VI) COST OF SUBSTITUTE SOFTWARE OR SERVICES, OR THE PROCUREMENT THEREOF; (VII) LOSS OR CORRUPTION OF OR DAMAGE TO DATA; AND/OR (VIII) LOSS, DAMAGE, CORRUPTION, OR REPLACEMENT OF COMPUTING SYSTEMS, EACH HOWSOEVER ARISING AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CORRUPTION OR DAMAGE.

11.3. Notwithstanding any other provision of the Agreement, under no circumstances will SLB have any obligation to re-create, re-acquire, process or re-process, re-shoot any data damaged within or lost from the Software or Support and Maintenance, or to re-drill or re-log any well or well section or be liable for any costs associated therewith, including as may be caused by any third party, in each case whether direct or indirect.

11.4. All Interpretations and decisions resulting from use of the Software and/or Support and Maintenance are opinions and decisions based on inferences from measurements and empirical relationships, which are not infallible and may involve individual opinions and judgments, data, or computer analysis with respect to which competent specialists may differ. Such Interpretations and decisions may involve information and data furnished by the Customer or third parties, the accuracy and reliability of which are not the responsibility of SLB. Customer takes full responsibility for reliance on Interpretations or decisions resulting from use of any of the Software and/or Support and Maintenance.

11.5. The limitations and exclusions in this Section 13 (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.

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12. Term and Termination

12.1. This Agreement comes into effect from the Effective Date and will remain in force until the end of the Quotation Term.

12.2. Either Party may terminate this Agreement immediately by written notice to the other Party if:

12.2.1. 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 notice, or such breach is irremediable;

12.2.2. the other Party suspends, or threatens to suspend, payment of its debts;

12.2.3. 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

12.2.4. 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.

12.3. SLB may immediately suspend or terminate Customer's licence to the Software, Support and Maintenance and/or this Agreement if: (i) SLB has reasonable grounds to believe that Customer is using the Software and/or Support and Maintenance in breach of Sections 3, 5 or 9; or (ii) Customer has failed to pay any undisputed amounts invoiced by SLB when due.

12.4. Upon expiration or termination of this Agreement:

12.4.1. Customer's license to the Software and access to Support and Maintenance will cease, and Customer must immediately cease using the Software and delete (or, upon request, return) all copies of the Software.

12.4.2. Each Party will delete the other Party's Confidential Information. Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

12.4.3. All undisputed fees owing to SLB at the date on which termination or expiration takes effect will become immediately due and payable.

12.4.4. Any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiration will remain unaffected.

13. Governing Law and Venue. Any dispute or claim arising under or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims) will be governed by the laws of England and Wales and each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

14. Miscellaneous

14.1. **Licence Verification**. From time to time, and with reasonable notice and during Business Hours, SLB may audit Customer's books and records, facilities and any authorized computers where the Software may be located to confirm the appropriate use of the Software in accordance with the terms of this Agreement, including that there has been no unauthorised distribution of the Software. Audit rights are not intended to extend to the review of any confidential or proprietary information that belongs to Customer.

14.2. **Publicity**. Neither party will make, or permit any person to make, any public announcement concerning these this 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 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 Software and/or Support and Maintenance services.

14.3. **Third Party Links**. The Software and/or Support Portal may contain functionalities the access or use of which may direct Customer to third party resources, including, but not limited to, hyperlinks to other websites, resources, or content ("Third Party Resources) for which SLB assumes no responsibility, takes no liability, and does not warrant the accuracy or completeness thereof. Such Third Party Resources are and remain the intellectual property of the third party and are provided "AS IS". SLB does not: (i) make any warranty, express or implied, with respect to the use of the links provided on, or to, the Third Party Resources; (ii) guarantee the accuracy, completeness, usefulness, or adequacy of any other website, services, goods, or advertisements that may be linked to this website; or (iii) make any endorsement, express or implied, or any other websites, services, goods, or advertisements that may be related to the Third Party Resources. Links to Third Party Resources may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. The third party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from the third party website. SLB is not liable for or responsible for the content of any Third Party Resources or for any damages incurred or alleged to have been incurred, either directly or indirectly, as a result of Customer's reliance on anything associated with such Third Party Resources.

14.4. **Third Party Rights**. Save for SLB's third party licensors who will be deemed third party beneficiaries under this Agreement, with a right to enforce the terms as they relate to Embedded Software, this 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.

14.5. **Force Majeure**. SLB will not be liable under this 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 service providers; acts of God, war, riot, civil commotion,

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pandemic, malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident, breakdown of plant or machinery; fire, flood, or storm.

14.6. **Relationship of the Parties**. The relationship between the Parties is that of independent entities. Nothing contained in this Agreement will 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.

14.7. **Assignment.** No rights or obligations under this 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 this Agreement.

14.8. **Waiver**. No failure or delay by a party to exercise (partially or completely) any right or remedy provided under this Agreement or by law will constitute a waiver or restriction of that or any other right or remedy.

14.9. **Notices**. SLB may provide Customer with information about Software electronically, including, but not limited to, via the 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 this 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.

14.10. **Severability**. If any term or provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.11. **Entire agreement**. This Agreement 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. Except as provided herein, this Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

14.12. **Headings.** The Section headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of the Agreement.

14.13. **Interpretation of dialect.** The text of this Agreement, as well as the documents associated therewith 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 will be given priority of any interpretation.

14.14. **Survival.** The following sections survive the termination or expiry of the Agreement: Sections 1 (Definitions), 4 (Customer Obligations and Restrictions), 6 (Intellectual Property Ownership), 7 (Customer Data), 9 (Compliance with Laws and Export Regulations), 9 (Confidentiality), 11 (Limitation of Liability), 12 (Term and Termination), 13 (Governing Law and Venue), 14 (Miscellaneous).

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