

TERMS AND CONDITIONS FOR ON PREMISE SOFTWARE USE & SUPPORT AND MAINTENANCE

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. **Business Day(s):** the standard days of business excluding official local and national holidays in the country of deployment.
- 1.3. **Business Hours:** the standard Schlumberger office hours in the country of deployment during Business Days.
- 1.4. **Concurrent User(s):** any individual employee, agent or contractor of Customer (or its Affiliates) designated by Customer to use the Software on behalf of Customer. 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.
- 1.5. **Confidential Information:** non-public and proprietary information, including: Software, information related to third party vendors that Schlumberger works with to provide the Software and/or Support and Maintenance, information related to any security vulnerabilities of the Software and/or Support and Maintenance, and information about Schlumberger’s and its Affiliates’ products and services. Except as required by applicable law or regulation, Confidential Information will not include information that:
 - 1.5.1. 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;
 - 1.5.2. 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;
 - 1.5.3. 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;
 - 1.5.4. 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
 - 1.5.5. that the parties have entered into the Agreement.
- 1.6. **Customer:** the legal entity indicated in the Quotation.
- 1.7. **Customer Data:** any data, information, text, images, audio, video, or materials provided or made available by Customer to Schlumberger under this Agreement. Customer Data includes Personal Data but excludes any publicly available information or data.
- 1.8. **Customer Liaison:** means a Concurrent Users who is a point of contact appointed by the Customer that is a full-time employee of Customer and will function as the liaison between the Customer and Schlumberger concerning the Agreement, Software, and Support and Maintenance matters.
- 1.9. **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 Schlumberger or available on the Support Portal, as may be updated by Schlumberger from time to time.
- 1.10. **Effective Date:** the earlier of the date specified in the Quotation or the date of the Software is made available to Customer to download.
- 1.11. **Embedded Software:** third party software components or products included as part of the Software, including open source software.
- 1.12. **Evaluations:** a short-term licence to the Software for testing, evaluation, trials or proof of concept.
- 1.13. **Excluded Licence:** any software component that is subject to any open source or other software license requiring as a condition of the license, use, modification, distribution, or conveyance of Party-owned code incorporating such software component that: (a) the code be disclosed or distributed in source code form; (b) others have the right to modify or create derivative works of the code; (c) the code becomes redistributable at no charge; and/or (d) the code be licensed under an open source license that abrogates proprietary rights the Party has in the code.
- 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. **Lease Licence:** a 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 and the payment of any lump sum fee specified in the Quotation, Customer is entitled to use the Software on a perpetual basis.
- 1.18. **Licence Category:** the applicable category of Software licencing specified in the Quotation, being one of the following: (i) a Perpetual Licence; (ii) a Lease Licence; (iii) Rental Licence or (iv) an Evaluation or Pre-Commercial Software licence
- 1.19. **Party:** Schlumberger or Customer; “Parties” means Schlumberger and Customer.
- 1.20. **Perpetual Licence:** a licence to use the Software on a permanent basis following payment of fees.
- 1.21. **Personal Data:** any information submitted by Customer and/or Concurrent User that is directly or indirectly related to an identified or identifiable natural person and that is processed to provide the Software and/or Support and Maintenance to the Customer.
- 1.22. **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.
- 1.23. **Quotation:** Schlumberger’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.
- 1.24. **Quotation Term:** the term for Customer’s permitted use of the Software and/or Support and Maintenance as specified in the Quotation.
- 1.25. **Remote Support:** certain Support and Maintenance services provided via remote access.
- 1.26. **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.
- 1.27. **Schlumberger:** the legal entity indicated in the Quotation.
- 1.28. **Services:** personnel or professional services, including training services, included in the Quotation.
- 1.29. **Software:** the Schlumberger on premise software specified in the Quotation, including the Documentation and any applicable Updates and Upgrades.
- 1.30. **Support and Maintenance:** the support and maintenance services for the Software, including the provision of Remote Support and the Support Portal.
- 1.31. **Support Portal:** the Schlumberger 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).
- 1.32. **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.
- 1.33. **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).
- 1.34. **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. Structure of this Agreement.

- 2.1. These terms provide a contractual framework for Customer and Schlumberger to enter into agreements from time to time. Each Quotation incorporating these terms either by reference or inclusion, will, upon its execution, constitute a separate legal agreement between Customer and Schlumberger for the provision of the Software and/or Support and Maintenance specified therein. These terms may, in addition, be used on a global basis by the Parties’ Affiliates by referencing or including these terms and specifying any additional terms or amendments to reflect local law or business practices in the Affiliate’s Quotation.
- 2.2. Unless Customer and Schlumberger 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 Schlumberger’s Services Terms and Conditions available at: <https://www.software.slb.com/schlumberger-personnel-services-terms-and-conditions>.

- 2.3. In the event of any conflict or ambiguity between these terms and the Quotation, these terms will prevail will take precedence unless that Quotation:
 - 2.3.1. expressly identifies specific section(s) of these terms to be modified; and
 - 2.3.2. sets out the modified language of the specific section(s) so identified.
- 2.4. These terms do not oblige either Customer or Schlumberger to issue or accept any Quotation or enter into any Agreement.
3. **Software License Grant.**
 - 3.1. In consideration of the fees paid or payable by Customer and subject to the terms of this Agreement, Schlumberger grants to Customer a non-exclusive, non-assignable, non-transferable, non-sublicensable, licence pursuant to the applicable Licence Category to:
 - 3.1.1. install and use the Software for internal business purposes on a Concurrent User basis and only in accordance with the Documentation.
 - 3.1.2. make a reasonable number of copies of the Documentation for Customer's own internal use, provided that Customer retains all original copyright, patent, and proprietary rights notices.
 - 3.2. 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 9 (Compliance with Laws and Export Regulations). All other use or transfer outside of the Geographic Unit of first deployment is subject to Schlumberger's prior written approval
 - 3.3. Customer may permit use of the Software by a third party outsourcing contractor to operate the Software on Customer's behalf provided that: (i) Customer is responsible for ensuring that such contractor abides by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as they apply to Customer; (ii) such use is only in relation to Customer's directly beneficial internal business purposes; (iii) such use does not represent an increase in the scope or number of Customer's rights, including that such use is only by contractors located within the Geographic Unit; and (iv) Customer is fully liable for any and all acts or omissions by the contractor related to this Agreement.
 - 3.4. 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.
4. **Support and Maintenance.** Subject to the payment of applicable fees, Schlumberger will provide Support and Maintenance in accordance with Schlumberger's Support and Maintenance Policy, the current version of which is available at: <https://www.software.slb.com/schlumberger-support-and-maintenance-policy>.
5. **Customer Obligations and Restrictions**
 - 5.1. 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.
 - 5.2. The Software is licensed not sold. Schlumberger 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 Schlumberger'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 Schlumberger's prior written approval unless such modifications are made using any Schlumberger 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 Schlumberger software product without the express written consent of Schlumberger; (x) perform a benchmark or performance analysis of the any version of the Software and/or Support Portal; or (xi) use the Software on behalf of, or to provide, any product or service to third parties.

6. Fees and Payment Terms

- 6.1. Fees for the Software and/or Support and Maintenance are set out in the Quotation and unless otherwise specified therein fees are payable upfront, in full.
- 6.2. 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 Schlumberger 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.
- 6.3. Customer must notify Schlumberger in writing, within five (5) days from the entry into effect of the Agreement, of all pre-requisites and information that Schlumberger 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 Schlumberger as prescribed above, the following will apply:
 - 6.3.1. 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
 - 6.3.2. 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 Schlumberger unless and until they are agreed by Schlumberger in writing prior to the issuance of an 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 Quotation. Customer agrees to pay all reasonable and documented costs and attorneys' fees Schlumberger may incur in collecting any unpaid fees.
- 6.5. Schlumberger 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 Schlumberger prevails in a dispute resolution process regarding any portion of a disputed invoice. If such discount is rescinded by Schlumberger, Customer must pay Schlumberger the amounts owed for the Software and/or Support and Maintenance Services had the discount never been provided.
- 6.6. 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 Schlumberger's invoices to Customer. If Schlumberger must initially pay such assessments, Customer agrees to reimburse Schlumberger within thirty (30) days after receipt of Schlumberger's invoice. Taxes based upon Schlumberger's income, and assessed in Company's country of residence, are the sole responsibility of Schlumberger.
- 6.7. 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 Schlumberger, 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.
- 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 Schlumberger 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 Schlumberger will be entitled to adjust its rates and prices with Customer, in a way that Schlumberger does not incur an additional economic burden directly attributable to the Agreement and associated with such tax change.

7. Intellectual Property Ownership

- 7.1. 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. Schlumberger, 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.
- 7.2. If Customer provides Schlumberger feedback or suggestions about the Software and/or Support and Maintenance, then Schlumberger may use that information without obligation to Customer, and Customer irrevocably assigns Schlumberger all rights, title, and interest in that feedback and/or those suggestions.

8. Customer Data

- 8.1. Customer is solely responsible for the legality, reliability, integrity, accuracy, and quality of any Customer Data provided to Schlumberger or made available to Schlumberger through Support and Maintenance. If Schlumberger is provided with Customer Data, Customer must only provide Schlumberger 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.
- 8.2. Schlumberger may use Customer Data to provide Support and Maintenance and to secure and improve Schlumberger's products and services.

9. Compliance with Laws and Export Regulations

- 9.1. Schlumberger provides Support and Maintenance pursuant to its Privacy Statement (<http://www.slb.com/about/privacy.aspx>), and all laws regarding Personal Data.
- 9.2. Customer, Concurrent User, and Schlumberger 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.
- 9.3. 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:
 - 9.3.1. 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
 - 9.3.2. in a manner which would breach any country's data residency laws or regulations, by any means whatsoever.
- 9.4. 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.
- 9.5. If Customer and/or any Concurrent User is or becomes a denied party or otherwise the subject of any sanctions legislation that, in Schlumberger'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, Schlumberger will promptly notify Customer of any such suspension, data retention, or data deletion. Nothing herein shall restrict Schlumberger'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.

10. Confidentiality.

- 10.1. 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.
- 10.2. 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:
 - 10.2.1. promptly notify the disclosing party of the request;
 - 10.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;
 - 10.2.3. inform the disclosing party of the Confidential Information provided to the third party; and
 - 10.2.4. endeavour to maintain the confidentiality of Confidential Information disclosed to the third party.

11. Warranty.

- 11.1. Schlumberger warrants the following:
 - 11.1.1. Software: For a period of ninety (90) days from the Effective Date (the "Software Warranty Period"), the Software will perform substantially as described in the Documentation.
 - 11.1.2. Support and Maintenance: Support and Maintenance will be performed with reasonable care and skill.
- 11.2. If Schlumberger breaches the foregoing warranties, and Customer makes a reasonably detailed warranty claim within thirty (30) days of discovering the issue with respect to the Software or of receipt of the applicable Support and Maintenance services, Schlumberger will, at its discretion:
 - 11.2.1. For breach of Section 11.1.1: use commercially reasonable endeavour to remedy the error in the Software within a reasonable time or replace the Software. Any replacement Software will be warranted for the remainder of the original Software Warranty Period.
 - 11.2.2. For breach of Section 11.1.12: re-perform any Support and Maintenance service that fails to meet the warranted standard.

- 11.3. Alternatively, Schlumberger may, at its discretion terminate the affected portion of the Quotation as it relates to the non-conforming Software or Support and Maintenance and refund to Customer any pre-paid, unused fees for the Software and/or Support and Maintenance, as applicable.
- 11.4. The warranties provided herein will not cover any errors or failure in the Software when caused, directly or indirectly by: (i) use of the Software not in accordance with the Documentation and/or this Agreement or use of an unsupported version of the Software; (ii) events beyond the reasonable control of Schlumberger; or (iii) incompatibility with or failures of hardware, other software, firmware products or data supplied by Customer or any third party.
- 11.5. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11, THE SOFTWARE AND SUPPORT AND MAINTENANCE IS PROVIDED "AS IS". TO THE FULLEST EXTENT PERMITTED BY LAW, SCHLUMBERGER 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. SCHLUMBERGER DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE OR SUPPORT AND MAINTENANCE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE OR SECURE. SCHLUMBERGER DISCLAIMS ANY WARRANTIES WITH RESPECT TO CUSTOMER DATA OR THE RESULTS OF ANY USE OF THE SOFTWARE, INCLUDING ANY INTERPRETATIONS. SCHLUMBERGER 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.
- 11.6. This Section 11 is Customer's exclusive remedy and Schlumberger's entire liability for breach of warranty.

12. Indemnification

- 12.1. Schlumberger will defend and indemnify Customer for costs and damages finally awarded for any third party claim that the Software as provided and/or used by Customer under this Agreement infringes any third party patent, copyright, or trademark. Schlumberger's indemnification obligations under this Section 12 are conditional on: (i) Customer giving Schlumberger 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 Schlumberger. If Schlumberger reasonably believes the Software may infringe a third party's Intellectual Property, Schlumberger may, at its sole option and expense: procure the right for Customer to continuing using the Software; modify the Software to make it non-infringing; or replace the Software with a functionally equivalent alternative. If Schlumberger determines that the foregoing remedies are not commercially reasonable, Schlumberger may suspend or terminate Customer's use of the Software.
- 12.2. Schlumberger's indemnification obligations set out above will be void, and Schlumberger will have no liability or responsibility to the Customer, if the alleged claim of infringement is based upon:
 - 12.2.1. Schlumberger's compliance with Customer's specifications, where such specifications require Schlumberger to modify the Software;
 - 12.2.2. the combination of the Software with other products, software, services, processes, methods, workflows, or data not authorised in writing by Schlumberger;
 - 12.2.3. continued use of the Software by Customer after being notified of a potential or actual infringement claim and being provided with modifications that would have avoided the alleged infringement;
 - 12.2.4. use by Customer of a version of the Software other than Schlumberger's most current release if the claim would have been avoided by use of the most current release or revision release or revision.
 - 12.2.5. any unauthorized addition to or modification of the Software; or
 - 12.2.6. any use of the Software that does not correspond to the Documentation.
- 12.3. The provisions of this Section 12 are Customer's sole and exclusive remedy for any third party claims of Intellectual Property infringement.
- 12.4. Customer will indemnify and defend Schlumberger from and against (i) any third party infringement claim based on Sections 12.2.1 to 12.2.6; and (ii) any third party claims to the extent arising out of such third party's reliance on the results of Customer's use of the Software and/or Support and Maintenance services, including any Interpretations, or Customer's reliance thereon.

13. Limitations of Liability

- 13.1. Schlumberger'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 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 13 will exclude or limit any liability that cannot be excluded or limited at law. Customer will indemnify, hold harmless, and defend Schlumberger of and from any loss, cost, damage, or expense, including third party claims and attorneys' fees, above Schlumberger's limit of liability.

- 13.2. 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.
- 13.3. Notwithstanding any other provision of the Agreement, under no circumstances will Schlumberger 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.
- 13.4. 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 Schlumberger. Customer takes full responsibility for reliance on Interpretations or decisions resulting from use of any of the Software and/or Support and Maintenance.
- 13.5. 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 Schlumberger 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. Term and Termination

- 14.1. This Agreement comes into effect from the Effective Date and will remain in force until the end of the Quotation Term.
- 14.2. Either Party may terminate this Agreement immediately by written notice to the other Party if:
 - 14.2.1. 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;
 - 14.2.2. the other Party suspends, or threatens to suspend, payment of its debts;
 - 14.2.3. 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
 - 14.2.4. 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.
- 14.3. Schlumberger may immediately suspend or terminate Customer's licence to the Software, Support and Maintenance and/or this Agreement if: (i) Schlumberger 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 Schlumberger when due.
- 14.4. Upon expiration or termination of this Agreement:
 - 14.4.1. 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.
 - 14.4.2. 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.
 - 14.4.3. All undisputed fees owing to Schlumberger at the date on which termination or expiration takes effect will become immediately due and payable.
 - 14.4.4. Any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiration will remain unaffected.

15. Evaluations and Pre-Commercial Software.

- 15.1. The provisions of this Section 15 apply solely to Evaluations and Pre-Commercial Software. In the event of any conflict or ambiguity between this Section 15 and the remainder of this Agreement, this Section 15 will prevail.
- 15.2. Customer may make use of Evaluations or Pre-Commercial Software for the shorter of (i) ninety (90) days from Schlumberger granting Customer access; or (ii) the duration set out in the Quotation.

- 15.3. EVALUATIONS AND PRE-COMMERCIAL SOFTWARE ARE PROVIDED SOLELY “AS-IS”. SCHLUMBERGER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR PERFORMANCE OF EVALUATIONS OR PRE-COMMERCIAL SOFTWARE.
- 15.4. Save for any liability which cannot be limited or excluded by law, Schlumberger’s (and its licensors) aggregate liability to the Customer whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or in connection with Evaluations and/or Pre-Commercial Software will be limited to US\$100. Customer will indemnify, hold harmless, and defend Schlumberger of and from any loss, cost, damage, or expense, including third party claims and attorneys’ fees, above Schlumberger’s limit of liability
- 15.5. With respect to Pre-Commercial Software:
 - 15.5.1. Schlumberger makes no commitment to release the Pre-Commercial Software as a commercial offering and makes no warranty or representation that the Pre-Commercial Software will have been tested for customer use.
 - 15.5.2. the existence and/or use by Customer of the Pre-Commercial Software will be deemed Confidential Information under this Agreement.

16. Governing Law, Venue and Arbitration.

- 16.1. Any controversy or claim arising out of or relating to the subject matter of this 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 this Agreement. The arbitrators must issue a final award no later than twelve (12) months after a demand for arbitration is filed.
- 16.2. When Schlumberger 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 this 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.
- 16.3. When Schlumberger 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 this Agreement, including subject matter or formation, as well as any non-contract disputes and/or claims arising in connection with the subject matter of this Agreement; and the place where such disputes and/or claims will be addressed is in London, England.

17. Miscellaneous

- 17.1. **Licence Verification.** From time to time, and with reasonable notice and during Business Hours, Schlumberger 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.
- 17.2. **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 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 Schlumberger’s Software and/or Support and Maintenance services.
- 17.3. **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 Schlumberger 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". Schlumberger 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. Schlumberger 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.
- 17.4. **Third Party Rights.** Save for Schlumberger’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.
- 17.5. **Force Majeure.** Schlumberger will not be liable under this Agreement if Schlumberger is prevented from or delayed in performing Schlumberger’s obligations by acts or events beyond Schlumberger’s reasonable control, including: strikes, lock-outs or other industrial

disputes (whether involving the workforce of Schlumberger or any other party); utility, network or device failure external to Schlumberger or its 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.

- 17.6. **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.
- 17.7. **Assignment.** No rights or obligations under this Agreement are assignable or transferable (other than to Schlumberger'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.
- 17.8. **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.
- 17.9. **Notices.** Schlumberger may provide Customer with information about Software electronically, including, but not limited to, via the email, a forum, or a web site that Schlumberger identifies. Notice is effective as of the date made available by Schlumberger. 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.
- 17.10. **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.
- 17.11. **Entire agreement.** This Agreement constitutes the sole and entire agreement between Schlumberger 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.
- 17.12. **Headings.** The Section headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of the Agreement.
- 17.13. **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.
- 17.14. **Survival.** The following sections survive the termination or expiry of the Agreement: Sections 1 (Definitions), 5 (Customer Obligations and Restrictions), 7 (Ownership of Intellectual Property), 8 (Customer Data), 9 (Compliance with Laws), 10 (Confidentiality), 12 (Indemnification), 13 (Limitation of Liability), 14 (Term and Termination), 16 (Governing Law, Venue and Arbitration), 17 (Miscellaneous).