

## SCHLUMBERGER ONLINE SERVICES TERMS AND CONDITIONS

By accessing or using the Online Services, Customer and/or its Authorized User(s) accepts these Schlumberger Online Services Terms and Conditions (“T/Cs”) with effect from the Effective Date. The T/Cs, with a Quotation (if applicable), form an “Agreement” for the purpose of accessing or using the Online Services. Any contrary, inconsistent, or additional provisions contained in the Customer’s purchase order or other Customer documentation is expressly rejected. Other Services (if any) are governed by additional terms which complement these T/C’s when such an option is ordered by Customer in the Quotation.

### 1. Definitions.

- 1.1. **Affiliate(s):** any legal entity: (i) controlling, controlled by or under common control with an entity, where “control” is defined as the legal or beneficial ownership of more than fifty percent (50%) of the voting rights at the assembly of owners of such entity, or in the case of a foreign domiciled affiliate where the prevailing law of the foreign country prohibits majority ownership by a foreign parent organization, an ownership interest by such entity which reflects the maximum controlling interest allowable under the laws of such foreign country, or such other relationship as, in fact, constitutes actual control; or (ii) specifically designated as an affiliate of either party in a Quotation.
- 1.2. **Applicable Data Protection Laws:** any law regarding Personal Data applicable to this Agreement.
- 1.3. **Authorized Users:** natural person designated by the Customer to have access to the Online Services on behalf of the Customer.
- 1.4. **Customer Data:** non-public and proprietary data uploaded to the Online Services by the Customer or Authorized Users related to geological exploration, development, production or management. Customer Data does not include any information provided through a public forum within the Online Services or any feedback or suggestions regarding the functionality of the Online Services.
- 1.5. **Confidential Information:** non-public and proprietary information, including: Customer Data, the Online Services, Documentation, Schlumberger Licensed Data, information related to third party vendors that Schlumberger works with to provide the Online Services, information related to any security vulnerabilities of the Online Services, 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 that enters into an Agreement with Schlumberger.
- 1.7. **Customer Account:** an account specific to Customer through which Customer manages the access to and use of the Online Services and Customer Data by Customer’s Authorized Users.
- 1.8. **Online Services:** those online services made available by Schlumberger for general commercial release, that are selected by the Customer and that Schlumberger agrees to provide to the Customer, which are more particularly described in the Documentation.
- 1.9. **Documentation:** any document(s) or information associated with the operation, performance, or pricing of the Online Services made available by Schlumberger to the Customer. Schlumberger may update the Documentation from time-to-time during the term of the Agreement (e.g., as new functionality, data, or features are made available to Customer). Documentation does not include information published through the Online Services on forums.
- 1.10. **Effective Date:** the earlier of: (i) the date on which the Customer returns a signed Quotation to Schlumberger either physically or electronically; or (ii) the date Customer first accepts these T/Cs (e.g., by clicking an online “accept” button or checking a checkbox confirming such acceptance on the relevant webpage).
- 1.11. **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.
- 1.12. **Other Services:** any additional consulting, installation, implementation, training, onsite support, or other services set out in the Quotation and provided on the services terms and conditions referred to in the Quotation or, absent any such reference, on Schlumberger’s standard services terms which will supplement these T/Cs.

- 1.13. **Personal Data:** any information submitted by Customer and/or Authorized User that is directly or indirectly related to an identified or identifiable natural person and that is processed to provide the Online Services to the Customer.
- 1.14. **Personal Data Breach:** an accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed in connection with this Agreement.
- 1.15. **Pre-Commercial Online Services:** any part(s) of the Online Services that Schlumberger has not approved for general commercial release.
- 1.16. **Quotation:** key commercial and pricing terms provided by Schlumberger applicable to the Online Services (e.g., initial monthly cap, initial monthly commitment, initial subscription term, unit price). A Quotation may be a physical document signed by the Customer and returned to Schlumberger, or an electronic form accepted by the Customer and/or Authorized User (e.g. by clicking an online “accept” button or checking a checkbox confirming such acceptance on the relevant webpage).
- 1.17. **Resources:** storage space for Customer data, processor cores and other system infrastructure or equipment used by or made available to the Customer.
- 1.18. **Schlumberger:** the legal entity, and its Affiliates, providing the Online Services. Unless stated otherwise in a Quotation, if the Customer is located in: (i) United States, then the legal entity is Schlumberger Technology Corporation; (ii) Canada, then the legal entity is Schlumberger Canada Limited; (iii) outside United States and Canada, the legal entity is Geoquest Systems B.V.
- 1.19. **Schlumberger Licensed Data:** data provided or made available by Schlumberger via the Online Services. Such data can originate from Schlumberger, public sources, and/or third parties and may require Customer to agree to additional terms and conditions before gaining access.
- 1.20. **Security Incident:** any actual damage to the integrity or security of: (i) the Online Services available to Customer or others; or (ii) the infrastructure or systems on which the Online Services operate or rely upon. A Security Incident includes a Personal Data Breach and any other unlawful or unauthorized access to any data resulting in loss, disclosure, or alteration of the data.
- 1.21. **Subscription Term:** an initial subscription term and any subsequent extensions as further specified in Section 6.
- 1.22. **Third Party License Terms:** license terms associated with third party software that require any portion of the Online Services to be disclosed, licensed, or redistributed to any third party.
- 1.23. **Usage Report:** the itemized report generated by Schlumberger’s systems detailing Online Services used or accessed by the Customer and the Customer’s Authorized Users.
- 1.24. Clause, Schedule and paragraph headings shall not affect the interpretation of these T/C’s.
- 1.25. A person includes a natural person, corporate or unincorporated body.
- 1.26. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.27. 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.
- 1.28. 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.
- 1.29. 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 Schlumberger to enter into agreements from time to time for the provision and use of those Online Services specified in Quotations.
- 2.2. Each Quotation shall, upon its execution (or acceptance by other means), constitute a separate legal agreement between Customer and Schlumberger for the provision of the Online Services specified in that Quotation and shall incorporate by reference these T/Cs to form an Agreement.
- 2.3. If there are any discrepancies between the relevant Quotation and these T/Cs, these T/C’s will take precedence unless that Quotation:
  - 2.3.1. expressly identifies specific section(s) of these T/Cs to be modified; and
  - 2.3.2. sets out the modified language of the specific section(s) so identified.
- 2.4. These T/Cs do not oblige either Customer or Schlumberger to issue or accept any Quotation or enter into any Agreement. Except to the extent provided in an Agreement Schlumberger shall not be obliged to provide any Online Services and Customer shall not be obliged to pay Schlumberger for use of any Online Services.

### 3. Customer access to Online Services.

- 3.1. Schlumberger hereby grants to the Customer a non-exclusive, non-assignable, non-transferable, limited term, right to access and use the Online Services during the Subscription Term solely by Authorized Users for Customer's internal business purposes.
- 3.2. Schlumberger will establish the Customer Account. Customer is solely responsible for managing the Customer Account and for controlling access to Online Services and Customer data by Customer's Authorized Users. Customer shall be responsible and liable for the acts and omissions of its Authorized Users, including any unauthorized access to the Customer Account by third parties caused by Customer's or its Authorized Users' loss or disclosure of account credentials or passwords.
- 3.3. Schlumberger will make available to Customer a minimum set of Resources as specified in the Documentation and/or Quotation.
- 3.4. Except to the extent expressly permitted under any separate licence agreement governing its use, Customer and Authorized Users will access, use, save, store, or retain Schlumberger Licensed Data only within the Online Services.
- 3.5. Schlumberger may give Customer access to online reporting tools through which Customer may monitor actual usage of the Online Services during the Subscription Term.
- 3.6. The Online Services may include data, products and/or services to which separate licence terms apply and that require acceptance by the Customer and/or an Authorized User.

### 4. Obligations

- 4.1. Schlumberger Obligations
  - 4.1.1. Schlumberger will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under an Agreement.
  - 4.1.2. Schlumberger will provide any software Schlumberger may develop (or have developed on its behalf) that is required to be installed on Authorized Users' devices to enable their access to or use of Online Services and/or Pre-Commercial Online Services, if applicable and at no additional cost.
  - 4.1.3. Schlumberger will provide the Online Services and/or Pre-Commercial Online Services in accordance with each Agreement.
  - 4.1.4. In addition to any obligations under any service level agreement, Schlumberger will use commercially reasonable efforts to make available the Online Services to the Customer, except for required maintenance periods.
- 4.2. Customer Obligations
  - 4.2.1. All Customer Accounts and Authorized User access must be kept secure and confidential.
  - 4.2.2. Customer must promptly notify Schlumberger through the Customer Account, and maintain as confidential any information about: (i) possible Security Incident caused by the act or omission of Customer and/or an Authorized User; (ii) any security vulnerability of the Online Services discovered by Customer and/or an Authorized User; and/or (iii) suspected misuse of the Online Services by Customer and/or an Authorized User.
  - 4.2.3. Customer must retain a copy of all Customer Data separate from the Online Services.
  - 4.2.4. Neither Customer nor any Authorized User will introduce into the Online Services or otherwise provide to Schlumberger any third party data and/or software or use the Online Services in any manner that could impose Third Party License Terms on Schlumberger.
  - 4.2.5. Customer must procure, maintain, and secure the network connections and telecommunications it uses to access the Online Services.
  - 4.2.6. Neither Customer nor any Authorized User are permitted to use the Online Services: to violate the rights of others (including other Schlumberger customers or subcontractors using the services); to stalk, harass, threaten or harm another; to pretend to be any person or entity they are not; to post, send, transmit or otherwise make available any unsolicited communication or any communication that may be libellous, defamatory, disparaging, pornographic, obscene, or otherwise illegal; to plan or engage in any illegal activity or cause harm to any person or property; to gather or store Personal Data of any other user or customer of the Online Services; to gain or try to gain unauthorized access to or disrupt any service, device, data, account or network; to distribute malicious software; or otherwise in a way that could harm the Online Services or Schlumberger Licensed Data, or impair anyone else's use of same.

### 5. General Payment Terms

- 5.1. Schlumberger will provide to the Customer a monthly invoice for the amount due for access to and/or use of the Online Services. If the Customer requires specific information for processing such invoices, Customer must inform Schlumberger of such requirements in writing within fifteen (15) days of the Effective Date. Schlumberger will evaluate the request and inform Customer which of any such requirements Schlumberger is unable to comply with before issuing Customer with the first invoice.

- 5.2. Unless otherwise agreed in a Quotation: (a) Customer will pay Schlumberger's published list price for each product or service offered through the Online Services; and (b) Customer will pay all invoices issued under an Agreement within thirty (30) days of the invoice date in United States currency.
- 5.3. 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.
- 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 Schlumberger may incur in collecting any unpaid fees.
- 5.5. Upon termination of an Agreement for any reason, Customer must pay all amounts due.

## 6. Term, Suspension, and Termination.

- 6.1. Each Agreement will begin on the Effective Date and will continue until the expiry of the Subscription Term, unless terminated earlier in accordance with its terms.
- 6.2. A Subscription Term begins when Schlumberger first provides Customer access credentials to its Customer Account. The Subscription Term will be:
  - 6.2.1. the duration specified in the applicable Quotation; or
  - 6.2.2. if either no duration is stated or no Quotation exists, three (3) months and will thereafter automatically renew every three (3) months, absent a party giving the other written notice of termination not less than one (1) month before the automatic renewal date.
- 6.3. Schlumberger may suspend any Agreement, these T/Cs, any Quotation and/or access to any or all of the Online Services: (a) for any non-compliance with laws and regulations under Section 9.1; (b) for any violation of Schlumberger's proprietary rights under Section 11; (c) for a breach of the confidentiality provisions in Section 12 by Customer and/or Authorized User; (d) for a breach of Customer's representations and warranties in Section 13; (e) for failure to pay any amount invoiced by Schlumberger, which have not been disputed by Customer in good faith and which are more than 30 days overdue; (f) if Customer disables or impedes Schlumberger's ability to generate accurate Usage Reports; (g) upon Customer becoming subject to a change of control; or (h) unless otherwise expressly agreed in a Quotation upon Customer's and/or any Authorized User's use of the Online Services to perform consulting services for third parties. If the event giving rise to Schlumberger's right to suspend under this provision is not remedied to Schlumberger's reasonable satisfaction within 30 days of Schlumberger having notified Customer thereof, or if such event is in Schlumberger's opinion not capable of remedy, Schlumberger may terminate the relevant Agreement and/or any Customer or any of Customer's Authorized Users' access to the Online Services.
- 6.4. If Customer and/or any Authorized 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 Authorized Users' access to or use of the Online Services, such access 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.
- 6.5. In addition to the other remedies set out in an Agreement, either party may immediately terminate an Agreement by written notice to the other party if:
  - 6.5.1. the receiving 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 the written notice of breach;
  - 6.5.2. the receiving party suspends, or threatens to suspend, payment of its debts;
  - 6.5.3. the receiving 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
  - 6.5.4. the receiving 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.
- 6.6. If there is a Security Incident affecting Customer Data:
  - 6.6.1. Schlumberger will notify Customer about the Security Incident without undue delay upon becoming aware;
  - 6.6.2. Schlumberger may immediately suspend the Online Services, Customer Account, or Authorized Users' access without notice and for as long as Schlumberger, acting reasonably, deems necessary; and
  - 6.6.3. Schlumberger may adjust Customer's fees to account for an interruption to the Online Services, provided that the Security Incident was unrelated to Customer's or Authorized Users' acts or omissions.
- 6.7. On expiration or termination of an Agreement for any reason:

- 6.7.1. Schlumberger will allow the Customer Account to be used to retrieve Customer data for thirty (30) days after the date of termination. After such period, Customer data will be deleted from the Online Services. However, Customer data may persist in the Online Services environment for up to 180 days following deletion, but only as part of its archiving, indexing and backup systems. During this period Schlumberger will not use Customer Data for any purpose other than archiving, indexing and backup.
- 6.7.2. Customer will delete or return all Documentation, Schlumberger Confidential Information and Schlumberger Licensed Data in its possession, and certify the same in writing to Schlumberger within thirty (30) days of the date of termination;
- 6.7.3. if Customer wishes Schlumberger to retain Customer data for longer than thirty (30) days, or send it to another storage facility, the parties shall first enter a separate agreement for such data retention or dispatch services; and
- 6.7.4. any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiration will not be affected by termination.

## 7. Customer Data and Customer use of the Online Services.

- 7.1. Schlumberger claims no ownership rights in Customer Data.
- 7.2. Customer is solely responsible for the legality, reliability, integrity, accuracy, and quality of data that Customer or any Authorized User provides to the Online Services or makes available to Schlumberger. Customer acknowledges that by granting access to Authorized Users, Authorized Users may have the ability to export Customer data from the Online Services.
- 7.3. Schlumberger may only use Customer Data and information about Authorized Users' interaction with the Online Services to provide the Online Services and secure and improve Schlumberger's products and services.
- 7.4. Schlumberger will use cloud computing service providers and other third party service providers in connection with the Online Services. The third party service providers may transmit, maintain, and store Customer data using third party computers and equipment in locations around the world, including locations outside the country of operation or incorporation of Customer. Customer may request Schlumberger to maintain and store Customer data in a specified location. Schlumberger shall endeavour to comply with such request, but will be under no obligation to do so.
- 7.5. If Schlumberger provides Customer with feedback or suggestions about Customer data, then Customer may use that information without obligation to Schlumberger, and Schlumberger hereby irrevocably assigns to Customer all right, title, and interest in that feedback or suggestions; however, Schlumberger retains all right, title, and interest in any feedback or suggestions related to development of, improvements to, or security enhancements to Schlumberger's products and/or services (including the Online Services).
- 7.6. Schlumberger reserves the right to modify, enhance or remove any feature or functionality of the Online Services, or suspend or improve the Online Services without the need for any consent from the Customer.

Schlumberger will announce if it intends to discontinue an Online Service specified at <https://www.software.slb.com/deprecation>. Schlumberger will use commercially reasonable efforts to continue operating the Online Service for at least 12 months after the notification, unless (as Schlumberger reasonably determines):

- (i) required by law or third-party relationship (including if there is a change in applicable law or relationship), or
- (ii) doing so could create a security risk or substantial economic or material technical burden.

## 8. Data Privacy and Security.

- 8.1. Schlumberger provides the Online Services consistent with its Privacy Statement (<http://www.slb.com/about/privacy.aspx>), Security Framework (<https://www.software.slb.com/delfi/security>) and all Applicable Data Protection Laws.
- 8.2. Neither Customer nor Authorized Users, nor anyone on their behalf, will perform any stress, vulnerability, penetration, availability, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Online Services or introduce any virus or malicious software or similar into the Online Services.

## 9. Compliance with Laws.

- 9.1. Customer, Authorized User, and Schlumberger will each comply with all laws and regulations applicable to them and related to the provision and use of the Online Services including data transmission, storage, processing, privacy, security breaches, data residency, import/export controls, and international sanctions.

Customer will not allow access, use of, or ingestion of data to the Online Services by Authorized Users:

- (1) from Cuba, North Korea, North Sudan, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions/embargoes; or
- (2) in a manner which would breach any country's data residency laws or regulations,

by any means whatsoever.

Customer's or the Customer's Authorized Users' violation of applicable export or trade control regulations will result in the immediate suspension of the Customer's and the Customer's Authorized Users' rights under the Agreement. The exportation to or use in Cuba, North Korea, North Sudan, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions or embargoes is prohibited.

- 9.2. The Parties agree that it is not their intention for Schlumberger or the Online Services to be deemed an internet service provider.
- 9.3. Schlumberger will comply with take-down notices for removing material from the Online Services pursuant to the U.S. Digital Millennium Copyright Act, or similar applicable law. If such a take-down notice involves material posted by Customer or an Authorized User, Schlumberger will notify Customer regarding the take-down notice within a commercially reasonable time. Within fifteen (15) days after receiving notice from Schlumberger, Customer may provide evidence to Schlumberger providing a legal basis to challenge the adequacy of the take-down notice along with a request to return the removed materials from the Online Services. Upon receipt of such request from Customer, Schlumberger will evaluate the evidence with the Customer to determine an appropriate course of action. If the removed material is returned to the Online Services, Customer will be responsible for addressing further concerns from the entity who sent the original take-down notice to Schlumberger.
- 9.4. The text of this Agreement, as well as the documents associated therewith, including the Quotation, Documentation, and any additional contracts concerning the Online Services, 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.

#### **10. Assignment.**

- 10.1. No rights or obligations under these T/Cs and/or any 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 these T/Cs and/or any Agreement.

#### **11. Schlumberger Proprietary Rights.**

- 11.1. All title, ownership, and right in and to the Online Services, as well as any modifications or derivative works of the Online Services (even if created by Customer or by an Authorized User), and any media or infrastructure on which the Online Services is provided, remain with Schlumberger or its licensors.
- 11.2. If Customer provides Schlumberger feedback or suggestions about the Online Services, 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.
- 11.3. Except as expressly stated in Section 3.1, neither these T/Cs nor any Agreement grants the Customer any rights to or in patents, know how, copyright, database right, trade secrets, Schlumberger's Confidential Information, trade names, trademarks (whether registered or unregistered), or any other rights or licenses to any portion of Schlumberger's products, or services.
- 11.4. Neither Customer nor Authorized Users will use or assist another to use any processes, methods, or other learnings from the Online Services to reverse engineer or replicate any portion of the Online Services internally or externally except as otherwise permitted under these T/Cs and/or any Agreement.

#### **12. Confidentiality.**

- 12.1. Each party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the term of these T/Cs and/or 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, using the same degree of care as it used to protect its own confidential information. In no event will the receiving party use less than a commercially reasonable degree of care.
- 12.2. 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:
  - 12.2.1. promptly notify the disclosing party of the request;
  - 12.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;
  - 12.2.3. inform the disclosing party of the Confidential Information provided to the third party; and
  - 12.2.4. endeavor to maintain confidentiality of Confidential Information disclosed to the third party.

#### **13. Representations and Warranties.**

- 13.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

- 13.1.1. if a legal person, the party is a validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of the party's incorporation or other organization;
- 13.1.2. the party has the full right, power and authority to enter into and perform the party's obligations and grant the rights, licenses, consents, and authorizations the party grants or is required to grant under these T/Cs and/or any Agreement; and
- 13.1.3. the acceptance of these T/Cs and each Agreement has been duly authorized by all necessary individuals, corporate, or organizational entities.

**13.2. Schlumberger Representations and Warranties.** Schlumberger represents and warrants to Customer that:

- 13.2.1. The Online Services will perform substantially as described in the applicable Documentation made available by Schlumberger and accessible by Customer through the Online Services, provided such use by Customer and each Authorized User is in accordance with the applicable Documentation.

**13.3. Customer Representations and Warranties.** Customer represents and warrants to Schlumberger that:

- 13.3.1. all information about Customer and Authorized Users provided by Customer or Authorized Users is accurate and current;
- 13.3.2. Customer and/or Authorized Users are not barred from using the Online Services under the laws of the United States, United Kingdom, or any other applicable jurisdiction, including the countries Authorized Users (i) are citizens, (ii) reside, or (iii) access the Online Services;
- 13.3.3. Customer has all necessary licenses, consents, and permissions for all data and software provided by Customer and/or Authorized User(s) to permit Schlumberger to make available such data and/or software to Customer and/or Authorized User(s) through the Online Services; and
- 13.3.4. data provided by Customer and/or Authorized User to Schlumberger and/or the Online Services does not infringe any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations;

**13.4. DISCLAIMER OF WARRANTIES.**

**13.4.1. EXCEPT AS AGREED ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW SCHLUMBERGER DISCLAIMS AND EXCLUDES ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE, REGULATIONS, DIRECTIVES, OR COMMON LAW, INCLUDING:**

- 13.4.1.1. ALL WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE;**
- 13.4.1.2. THAT THE USE OR ACCESS TO THE ONLINE SERVICES WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, COMPLETE, SECURE, OR WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS;**
- 13.4.1.3. THAT INFORMATION OBTAINED OR DERIVED FROM THE ONLINE SERVICES IS ACCURATE OR RELIABLE;**
- 13.4.1.4. THAT THE ONLINE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, MALICIOUS CODE, INTERFERENCE, HACKING, OR OTHER INTRUSION;**
- 13.4.1.5. REGARDING ANY NON-CONFORMANCE CAUSED BY USE OF THE ONLINE SERVICES CONTRARY TO SCHLUMBERGER'S DOCUMENTATION, OR BY MODIFICATION, ALTERATION, OR INTERFACE WITH THE ONLINE SERVICES BY ANYONE OTHER THAN SCHLUMBERGER; AND**
- 13.4.1.6. THAT ANY INTERPRETATIONS GENERATED BY OR USING THE ONLINE SERVICES ARE ACCURATE, CORRECT, OR COMPLETE.**

**14. Indemnification.**

**14.1. Schlumberger Indemnification.**

- 14.1.1. Schlumberger agrees to 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 Online Services in accordance with the Online Service's intended purpose as specified in the Documentation. This indemnity does not apply to data, products, and/or services provided through the Online Services pursuant to section 3.6 by any party other than Schlumberger or a Schlumberger Affiliate.
- 14.1.2. Schlumberger's indemnification regarding any patent, copyright, or trademark infringement is conditional on Customer giving Schlumberger prompt notice of the claim for alleged infringement and Customer not making any admission, declaration, or arrangement regarding the claim of alleged infringement. Customer may tender the defense to Schlumberger, and Schlumberger may elect to take control of the defense of a claim at its discretion. If Schlumberger assumes the defense, then it will have sole authority to retain counsel, prepare and present the defense, and settle the claim.
- 14.1.3. Schlumberger's agreement to indemnify Customer regarding any patent, copyright, or trademark infringement will be void, and Schlumberger will have no liability or responsibility to the Customer, if the alleged claim of infringement is based upon:

- 14.1.3.1. Schlumberger's compliance with Customer's specifications, where such specifications require Schlumberger to modify the Online Services;
  - 14.1.3.2. the combination of the Online Services with other products, services, processes, methods, workflows, or data not furnished by Schlumberger;
  - 14.1.3.3. any unauthorized addition to or modification of the Online Services; or
  - 14.1.3.4. any use of the Online Services that does not correspond to the Documentation.
- 14.1.4. Customer will indemnify, defend, and hold harmless Schlumberger for any alleged infringement and any finding of infringement of any patent, copyright, or trademark, which results from a claim based on Sections 14.1.3.1 to 14.1.3.4.
- 14.2. **Customer Indemnification.** Customer will indemnify, defend, and hold harmless Schlumberger and Schlumberger's officers, directors, employees, agents, successors and assigns, and Schlumberger'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 any use of or access to the Online Services:
- 14.2.1. with data provided by Customer and/or Authorized User to the Online Services, including, but not limited to, (i) the import, export, or transmission of data in violation of laws or regulations, (ii) the processing of Personal Data or Special Categories of Personal Data;
  - 14.2.2. with any other materials, information, products, or services provided by or on behalf of Customer and/or Authorized User, including Schlumberger's compliance with any specifications or directions provided by or on behalf of Customer and/or Authorized User;
  - 14.2.3. to plan or undertake any operation related to the exploration, appraisal, development, production or management of hydrocarbons by the Customer and/or any Authorized User;
  - 14.2.4. any breach of the Customer's obligations set out in Section 7 (Customer Data and Customer use of the Online Services), Section 8 (Data Privacy and Security), and Section 8.1 (Compliance with Laws);
  - 14.2.5. resulting in a Security Incident caused by the Customer and/or any Authorized User.

In each case regardless of cause, including the negligence or breach of statutory duty by Schlumberger, its Affiliates and their respective personnel.

## 15. Limitation of Liability.

- 15.1. Schlumberger's aggregate liability limit to the Customer and the Authorized Users 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 for use of the Online Services over the twelve (12) months period preceding the claim under that Agreement. Nothing in this Section 15 shall 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.
- 15.2. **Consequential Damages.** 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, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 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.
- 15.3. **DMCA.** Customer releases Schlumberger from Schlumberger's compliance with take-down notices for removing material from the Online Services pursuant to the U.S. Digital Millennium Copyright Act, or similar law.
- 15.4. 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 Customer Data damaged within or lost from the Online Services, 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.
- 15.5. **Force Majeure.** Schlumberger will not be liable under these T/Cs and/or any 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 cloud service providers; Security Incidents and/or third-party attacks, including but not limited to distributed denial of service, directed attacks targeting Schlumberger or in any way impacting the Online Services, etc.; 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.

- 15.6. The limitations in this Section 15 (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.
- 15.7. All Interpretations and decisions resulting from use of the Online Services 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 relying on Interpretations or decisions resulting from use of any of the Online Services.
- 15.8. Schlumberger will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Schlumberger by the Customer in connection with the Online Services, or any actions taken by Schlumberger at the Customer's direction.

## 16. Breach.

- 16.1. Customer will materially breach the Agreement if it fails to comply with its payment obligations.
- 16.2. If a party believes the other party has committed a non-material breach of the Agreement, that party will provide written notice to the alleged breaching party in writing setting out the alleged breach. If the alleged breaching party fails to cure the non-material breach within thirty (30) days, the noticing party may pursue all available remedies at law or equity, including (a) suspending access to the Online Services as provided for in the Agreement, (b) terminating the Agreement as provided for in the Agreement, or demanding arbitration pursuant to Section 17.

**17. Governing Law, Venue and Arbitration.** Any controversy or claim arising out of or relating to these T/Cs, any Quotation and any 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 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 with these T/Cs and/or any 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 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 these T/Cs and/or any Agreement, including subject matter or formation, as well as any non-contract disputes and/or claims arising in connection with the subject matter of these T/Cs and/or any Agreement; and the place where such disputes and/or claims will be addressed is in London, England.

**18. Publicity.** Neither party shall make, or permit any person to make, any public announcement concerning these T/Cs or any 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 the 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 Online Services.

**19. Third Party Links.** Certain content, components or features of the Online Services (or made available by the Online Services) may include links to third party resources, including, but not limited to, hyperlinks to other websites, resources, or content. Schlumberger may have no control over such third party resources. Schlumberger is not responsible for the availability of such third party resources. Schlumberger does not: (i) make any warranty, express or implied, with respect to the use of the links provided on, or to, this website; (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 linked to this website. The links 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.

**20. 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.

## 21. Taxes.

- 21.1. Prices for the Online Services do not include any local, state, provincial, federal or national sales, use, excise, personal property, value-added, import/export, or other similar taxes or duties, which may be assessed in connection with the Online Services. 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 are the sole responsibility of Schlumberger.

- 21.2. The prices, rates and charges set forth in the Agreement and each Quotation are completely net of any amounts in respect of any withholding taxes that may be applicable upon payments by Customer. If any withholding taxes are deemed to be applicable on settlements made by Customer to Schlumberger, 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.
  - 21.3. If any tax is imposed on Schlumberger, outside its country of incorporation and fiscal residence, as a consequence of the providing services under an Agreement or due to an act of the Customer that is outside the control of Schlumberger or due to the 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 Schlumberger have to pay such taxes, Customer shall promptly reimburse Schlumberger such amounts that eliminate any incremental tax burden on Schlumberger due to the above stated factors. Schlumberger undertakes to provide the Customer documents evidencing the imposition of such tax.
  - 21.4. 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 shall 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.
- 22. Relationship of the Parties.** The relationship between the parties is that of independent entities. Nothing contained in these T/Cs, any Quotation or 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.
- 23. Waiver.** No failure or delay by a party to exercise (partially or completely) any right or remedy provided under these T/Cs, any Quotation or Agreement or by law will constitute a waiver or restriction of that or any other right or remedy.
- 24. Notices.** Schlumberger may provide Customer with information about Online Services electronically, including, but not limited to, via the Customer Account, 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 these T/Cs, any Quotation or Agreement will be in writing, (a) sent electronically to the other party's email address identified in the Customer Account and accessible through the Customer Account, or (b) sent physically to the other party's registered address by courier, registered mail, or certified mail return receipt requested, or by a firm regularly engaged in the business of delivery of documents or packages.
- 25. Severability.** If any term or provision of these T/Cs, any Quotation or 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 this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 26. Entire agreement.** These T/Cs, together with a Quotation if applicable, 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. An Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 27. 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.
- 28. Pre-Commercial Online Services and Evaluations.**
- 28.1. Pre-Commercial Online Services are provided in accordance with the terms of the Agreement, with the terms of this Section 28 prevailing in case of a conflict with the other terms of the Agreement.
  - 28.2. The Pre-Commercial Online Services may not have been fully tested and may contain errors.
  - 28.3. **THE PRE-COMMERCIAL ONLINE SERVICES ARE DELIVERED "AS-IS" AND "AS-AVAILABLE". SCHLUMBERGER MAKES NO REPRESENTATIONS OR WARRANTIES (A) REGARDING THE USE OR PERFORMANCE OF THE PRE-COMMERCIAL ONLINE SERVICES, AND (B) THAT ANY DATA USED WITH THE PRE-COMMERCIAL ONLINE SERVICES MAY NOT BE COMPATIBLE WITH THE PRE-COMMERCIAL ONLINE SERVICES, OR SUBSEQUENT COMMERCIALLY AVAILABLE ONLINE SERVICES. WITHOUT LIMITING THE FOREGOING BUT FOR THE AVOIDANCE OF DOUBT, THE WARRANTIES PROVIDED BY SCHLUMBERGER IN SECTION 13.1 AND SECTION 13.2 SHALL NOT APPLY TO THE PRE-COMMERCIAL ONLINE SERVICES.**
  - 28.4. Use of Pre-Commercial Online Services will terminate fourteen (14) days after Schlumberger grants Customer and/or Authorized Users access to the Pre-Commercial Online Services, unless agreed otherwise in writing.

- 28.5. Customer will not disclose or otherwise make known to any third party, regardless of an obligation of confidentiality with the third party, the existence of or that it is using the Pre-Commercial Online Services.
  - 28.6. Schlumberger makes no commitment to release the Pre-Commercial Online Services as a commercial product.
  - 28.7. Schlumberger's aggregate liability limit to the Customer and the Authorized Users whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or in connection with these T/Cs, any Quotation and each and every Agreement shall be limited to US\$100. Nothing in this Section 28.7 shall 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
  - 28.8. Evaluations.
    - 28.8.1. Access to Online Services and/or Pre-Commercial Online Services provided for testing, evaluation, trials or proof of concept purposes will be deemed an evaluation ("Evaluation").
    - 28.8.2. All the terms of this Section 28 will apply for any such Evaluations.
- 29. Survival.** The following sections survive the termination or expiry of the Agreement: Sections 6 (Term, Suspension, and Termination), 7 (Customer Data and Customer use of the Online Services), 8 (Data Privacy and Security), 9 (Compliance with Laws), 10 (Assignment), 11 (Schlumberger Proprietary Rights), 12 (Confidentiality), 13 (Representations and Warranties), 14 (Indemnification), 15 (Limitation of Liability), 16 (Breach), 17 (Governing Law, Venue and Arbitration), 18 (Publicity), and 20 (Third Party Rights), 22 (Relationship of the Parties), 23 (Waiver), 25 (Severability), 26 (Entire Agreement), and this section 29 (Survival).