



## SLB ONLINE SERVICES TERMS AND CONDITIONS

By accessing or using the Online Services, Customer and/or its Authorized User(s) accepts these SLB 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 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 Customer to have access to the Online Services on behalf of Customer.
- 1.4. **Customer Data:** data, text, images, audio, video, or software uploaded to, or created in, the Online Services by Customer or Authorized Users (or by SLB on Customer’s behalf). 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, information related to third party vendors that SLB works with to provide the Online Services, information or reports related to any security processes and/or security vulnerabilities of the Online Services, and information about SLB’s and its Affiliates’ products and services. Except as required by applicable law or regulation, Confidential Information will not include information that:
  - 1.5.1.1. 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;
  - 1.5.1.2. 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;
  - 1.5.1.3. 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;
  - 1.5.1.4. 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
  - 1.5.1.5. that the parties have entered into the Agreement.
- 1.6. **Customer:** the legal entity or person that enters into an Agreement with SLB.
- 1.7. **Documentation:** any document(s) or information associated with the operation, performance, or pricing of the Online Services made available by SLB to Customer through the Online Services. SLB 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.
- 1.8. **Effective Date:** the earlier of: (i) the date on which Customer returns a signed Quotation to SLB 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).
- 1.9. **Evaluations:** Access to the Online Services for testing, evaluation, trials or proof of concept.
- 1.10. **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.
- 1.11. **Online Services:** those online services made available by SLB, that are selected by Customer and that SLB agrees to provide to Customer, which are more particularly described in the Documentation.
- 1.12. **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 Customer.
- 1.13. **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.



- 1.14. **Pre-Commercial Online Services:** any part(s) of the Online Services that SLB has not approved for general commercial release.
- 1.15. **Quotation:** the key commercial and pricing terms provided by SLB 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 Customer and returned to SLB, or an electronic form accepted by Customer and/or Authorized User (e.g. by clicking an online “accept” button or checking a checkbox confirming such acceptance on the relevant webpage).
- 1.16. **Resources:** storage space for Customer Data, processor cores and other system infrastructure or equipment used by or made available to Customer.
- 1.17. **SLB:** the legal entity specified in the Quotation or in the absence of such, if 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) France, then the legal entity is Services Petroliers Schlumberger; or (iv) any other country, then the legal entity is Geoquest Systems B.V.
- 1.18. **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.
- 1.19. **Service Specific Terms:** the specific and additional terms of use applicable to a specific product or service offered through the Online Services available at: <https://www.software.slb.com/schlumberger-online-services-service-specific-terms>
- 1.20. **Subscription Term:** an initial subscription term and any subsequent extensions as further specified in Section 6.
- 1.21. **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.
- 1.22. **Usage Report:** the itemized report generated by SLB’s systems detailing Online Services used or accessed by Customer and the Customer’s Authorized Users.
- 1.23. Clause, Schedule and paragraph headings shall not affect the interpretation of these T/C’s.
- 1.24. A person includes a natural person, corporate or unincorporated body.
- 1.25. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.26. 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.
- 1.27. 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.
- 1.28. It is the intention of the Parties that this Agreement should not be construed against either Party as the author or drafter of the Agreement.

## 2. Structure of this Agreement.

- 2.1. These T/Cs provide the contractual framework for Customer and SLB to enter into agreements from time to time for the provision 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 SLB 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/Cs will take precedence unless that Quotation:
  - 2.3.1. expressly identifies specific section(s) of these T/Cs to be modified; and
  - 2.3.2. sets out the modified language of the specific section(s) so identified.
- 2.4. These T/Cs do not oblige either Customer or SLB to issue or accept any Quotation or enter into any Agreement. Except to the extent provided in an Agreement SLB shall not be obliged to provide any Online Services and Customer shall not be obliged to pay SLB for use of any Online Services.

## 3. Customer access to Online Services.

- 3.1. Subject to the terms of the Agreement (and any applicable Service Specific Terms incorporated hereto by reference), SLB hereby grants to Customer a non-exclusive, revocable, 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. Customer shall be responsible and liable for the acts and omissions of its Authorized Users, including any unauthorized access by third parties caused by Customer’s or its Authorized Users’ loss or disclosure of account credentials or passwords.



- 3.3. 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. SLB Obligations

- 4.1.1. SLB will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under an Agreement.
- 4.1.2. Certain SLB software may be required to be installed on Authorized Users' devices in order to enable their access to or use of Online Services. Customer may install and use such software only for use in conjunction with the relevant Online Services. Customer's right to use the software begins when the relevant Online Services comes into effect and ends when Customer's right to use the relevant Online Services expires. On expiry of Customer's right to use the relevant Online Services, Customer must uninstall and delete the software.
- 4.1.3. SLB will provide the Online Services in accordance with each Agreement.
- 4.1.4. In addition to any obligations under any service level agreement, SLB 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 accounts and Authorized User access must be kept secure and confidential.
- 4.2.2. Customer must promptly notify SLB 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. Customer must procure, maintain, and secure the network connections and telecommunications it uses to access the Online Services.
- 4.2.5. Neither Customer nor any Authorized Users:
  - 4.2.5.1. will use the Online Services: to violate the rights of others (including other SLB 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 impair anyone else's use of same;
  - 4.2.5.2. will copy, re-engineer, reverse engineer, or decompile the Online Services (to the extent the same cannot be restricted by law) or infringe or copy SLB code or content or the design of the Online Services;
  - 4.2.5.3. 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;
  - 4.2.5.4. will introduce into the Online Services or otherwise provide to SLB any third party data and/or software or use the Online Services in any manner that could impose Third Party License Terms on SLB; or
  - 4.2.5.5. will reproduce, distribute, sell, or resell any Online Services in any manner or for any purpose.

#### 5. General Payment Terms & Taxes.

- 5.1. SLB will provide to Customer a monthly invoice for the amount due for access to and/or use of the Online Services. If Customer requires specific information for processing such invoices, Customer must inform SLB of such requirements in writing within fifteen (15) days of the Effective Date. SLB will evaluate the request and inform Customer which of any such requirements SLB is unable to comply with before issuing Customer with the first invoice.
- 5.2. Unless otherwise agreed in a Quotation: (a) Customer will pay SLB'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 Dollars.
- 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 SLB of the basis for the dispute and the specific items disputed (along with all supporting evidence) and; (c) provide a proposed resolution. Customer must not set off or withhold payments due for one billing period against a disputed invoice.



- 5.4. Unpaid invoiced amounts will begin to accrue interest thirty (30) days after payment is due. Interest will accrue at the maximum amount permitted by law, unless another rate is provided in the applicable Quotation. Customer agrees to pay all reasonable and documented costs and attorneys' fees SLB may incur in collecting any unpaid fees.
- 5.5. Upon termination of an Agreement for any reason, Customer must pay all amounts due.
- 5.6. Prices for the Online Services 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 Online Services. If any such taxes or duties are applicable, they will be added to SLB's invoices to Customer. If SLB must initially pay such assessments, Customer agrees to reimburse SLB within thirty (30) days after receipt of SLB's invoice. Taxes based upon SLB's income are the sole responsibility of SLB.
- 5.7. The prices, rates and charges set forth in the Agreement and each Quotation are completely net of any amounts in respect of any withholding taxes that may be applicable upon payments by Customer. If any withholding taxes are deemed to be applicable on settlements made by Customer to SLB, Customer agrees that it shall on its own accord gross-up the access fee or any other charges due under this agreement in a fashion that net amounts received after such withholding yield back the prices and rates under the Agreement. In such case, Customer shall deduct the withholding taxes from such grossed-up amounts and pay such withholding taxes directly to the appropriate governmental authority.
- 5.8. If any tax is imposed on SLB, outside its country of incorporation and fiscal residence, as a consequence of the providing services under an Agreement or due to an act of Customer that is outside the control of SLB or due to Customer accessing and storing the data in a particular country, such taxes will be for the sole account of Customer and be paid by Customer irrespective of how it is levied. Should SLB have to pay such taxes, Customer shall promptly reimburse SLB such amounts that eliminate any incremental tax burden on SLB due to the above stated factors. SLB undertakes to provide Customer documents evidencing the imposition of such tax.
- 5.9. If as a result of any new legislation or extension/change in application of the existing law or interpretation thereof, any additional sums become payable by SLB in respect to personal, corporate taxes, Custom duties, or any other duties or levies, to any authorities of country of operation or elsewhere, not enacted at the submission of the Agreement, then SLB shall be entitled to adjust its rates and prices with Customer, in a way that SLB does not incur an additional economic burden directly attributable to the Agreement and associated with such tax change.

## **6. Subscription 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 SLB first provides Customer with access credentials to the Online Services. 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. SLB may suspend access to any or all of the Online Services: (a) for any non-compliance with laws and regulations under Section 10.1; (b) for any violation of SLB's proprietary rights under Section 12; (c) for a breach of the confidentiality provisions in Section 13 by Customer and/or Authorized User; (d) for a breach of Customer's representations and warranties in Section 14; (e) for failure to pay any amounts invoiced by SLB, which have not been disputed by Customer in good faith and which are more than 30 days overdue; (f) if Customer disables or impedes SLB's ability to generate accurate Usage Reports; (g) upon Customer becoming subject to a change of control; (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; or (i) for Customer's and/or any Authorized User's breach of Sections 4.2.5. If the event giving rise to SLB's right to suspend under this provision is not remedied to SLB's reasonable satisfaction within 30 days of SLB having notified Customer thereof, or if such event is in SLB's opinion not capable of remedy, SLB may terminate the relevant Agreement and/or any Customer or any of Customer's Authorized Users' access to the Online Services.
- 6.4. 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:
  - 6.4.1. the other party commits a material breach of any term of the Agreement and fails to remedy the same within thirty (30) days of the date of written notice (Customer's failure to comply with its payment obligations will be deemed a material breach);
  - 6.4.2. the other party commits a material breach of any term of the Agreement and such breach is irremediable;
  - 6.4.3. the other party suspends, or threatens to suspend, payment of its debts;
  - 6.4.4. 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



6.4.5. 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.

6.5. On expiration or termination of an Agreement for any reason:

6.5.1. all Customer rights and access to the Online Services will immediately terminate;

6.5.2. Unless agreed otherwise, any Customer Data/or and Personal Data remaining in the Online Services will be deleted. However, Customer Data and/or Personal 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 SLB will not use such data for any purpose other than archiving, indexing and backup; and

6.5.3. Customer will delete or return all Documentation, SLB Confidential Information, and certify the same in writing to SLB within thirty (30) days of the date of termination.

## 7. Customer Data.

7.1. SLB 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 SLB. 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. SLB may only use Customer Data to provide the Online Services and secure and improve products and services. SLB may only use information about Authorized Users' interaction with the Online Services to provide the Online Services, secure and improve SLB's products and services, and comply with its third-party service provider's consumption reporting requests and requirements.

7.4. SLB will use cloud computing service providers and other third party service providers in connection with the Online Services. SLB, the cloud computing service providers, or the third party service providers may transmit, maintain, and/or 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, or outside the country of origin of the Customer Data. Customer may request SLB to maintain and store Customer Data in a specified location. SLB shall endeavour to comply with such request, but will be under no obligation to do so.

7.5. If SLB provides Customer with feedback or suggestions about Customer Data, then Customer may use that information without obligation to SLB, and SLB hereby irrevocably assigns to Customer all right, title, and interest in that feedback or suggestions; however, SLB retains all right, title, and interest in any feedback or suggestions related to development of, improvements to, or security enhancements to SLB's products and/or services (including the Online Services).

## 8. Improvements and Changes.

8.1. SLB 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.

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

8.1.1. required by law or third-party relationship (including if there is a change in applicable law or relationship), or

8.1.2. doing so could create a security risk or substantial economic or material technical burden.

## 9. Data Privacy and Security.

9.1. SLB provides the Online Services consistent with its Privacy Statement (<http://www.slb.com/about/privacy.aspx>), all Applicable Data Protection laws, and the applicable security framework incorporated by reference hereto.

9.2. If there is a Security Incident affecting Customer Data:

9.2.1. SLB will notify Customer about the Security Incident without undue delay upon becoming aware;

9.2.2. SLB may immediately suspend the Online Services, or Authorized Users' access without notice and for as long as SLB, acting reasonably, deems necessary; and

9.2.3. SLB 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.

## 10. Compliance with Laws.

10.1. Customer, Authorized User, and SLB 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, 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.

- 10.2. If Customer and/or any Authorized User is or becomes a denied party or otherwise the subject of any sanctions legislation that, in SLB's reasonable opinion, restricts or prohibits Customer's and/or Authorized Users' access to or use of the Online Services, such access will be immediately suspended. If legally permitted, SLB will promptly notify Customer of any such suspension, data retention, or data deletion. Nothing herein shall restrict SLB's ability to comply with any legal requirements relating to the retention or deletion of Customer Data that may arise in connection with sanctions legislation.
- 10.3. The Parties agree that it is not their intention for SLB or the Online Services to be deemed an internet service provider.
- 10.4. SLB 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, SLB will notify Customer regarding the take-down notice within a commercially reasonable time. Within fifteen (15) days after receiving notice from SLB, Customer may provide evidence to SLB 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, SLB 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 SLB.

#### **11. Assignment.**

- 11.1. No rights or obligations under these T/Cs and/or any Agreement are assignable or transferable (other than to SLB's or Customer's Affiliates) in any manner, whether voluntary, by merger, operation of law or otherwise without the other party's prior written agreement. Any transfer or assignment in breach of this section allows the non-breaching party to terminate these T/Cs and/or any Agreement.

#### **12. SLB Proprietary Rights.**

- 12.1. 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 SLB or its licensors.
- 12.2. If Customer provides SLB feedback or suggestions about the Online Services, then SLB may use that information without obligation to Customer, and Customer irrevocably assigns SLB all rights, title, and interest in that feedback and/or those suggestions.
- 12.3. 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, SLB's Confidential Information, trade names, trademarks (whether registered or unregistered), or any other rights or licenses to any portion of SLB's products, or services.

#### **13. Confidentiality.**

- 13.1. Each party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the term of any Agreement, and for a period of five (5) years after the termination or expiry of the last Agreement entered into pursuant to these T/Cs. Each Party will use the same degree of care as it uses to protect its own confidential information, but in no event will the receiving party use less than a commercially reasonable degree of care. Further, each Party agrees (a) subject to Section 13.2 and Section 13.3 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
- 13.2. 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:
  - 13.2.1. promptly notify the disclosing party of the request;
  - 13.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;
  - 13.2.3. inform the disclosing party of the Confidential Information provided to the third party; and
  - 13.2.4. endeavour to maintain confidentiality of Confidential Information disclosed to the third party.



- 13.3. SLB may share specific information with its cloud computing service providers such as Agreement dates, scope and estimated Agreement value to facilitate the provision of the Online Services, including enabling joint support operations and resource planning between SLB and its cloud computing service provider, provided that such cloud computing service provider shall be bound by confidentiality obligations no less stringent than those herein.

#### **14. Representations and Warranties.**

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

- 14.1.1. 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;
- 14.1.2. 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
- 14.1.3. the acceptance of these T/Cs and each Agreement has been duly authorized by all necessary individuals, corporate, or organizational entities.

- 14.2. **SLB Representations and Warranties.** SLB represents and warrants to Customer that:

- 14.2.1. The Online Services will perform substantially as described in the applicable Documentation provided such use by Customer and each Authorized User is in accordance with the applicable Documentation and the terms of the Agreement.

- 14.3. **Customer Representations and Warranties.** Customer represents and warrants to SLB that:

- 14.3.1. all information about Customer and Authorized Users provided by Customer or Authorized Users is accurate and current;
- 14.3.2. 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;
- 14.3.3. Customer has all necessary licenses, consents, and permissions for all Customer Data and Personal Data to be provided to and hosted through the Online Services, including any transmission, maintenance, and/or storage of Customer Data and Personal Data in locations around the world in accordance with section 7.4 of these T/C's; and
- 14.3.4. Customer Data does not infringe any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations.

- 14.4. **DISCLAIMER OF WARRANTIES.**

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

- 14.4.1.1. **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;**
- 14.4.1.2. **THAT THE USE OR ACCESS TO THE ONLINE SERVICES WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, COMPLETE, SECURE, OR WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS;**
- 14.4.1.3. **THAT INFORMATION OR INTERPRETATIONS OBTAINED OR DERIVED FROM THE ONLINE SERVICES ARE ACCURATE, COMPLETE OR RELIABLE;**
- 14.4.1.4. **THAT THE ONLINE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, MALICIOUS CODE, INTERFERENCE, HACKING, OR OTHER INTRUSION; AND**
- 14.4.1.5. **ANY USE OF THE ONLINE SERVICES CONTRARY TO SLB'S DOCUMENTATION, OR MODIFICATION, ALTERATION, OR INTERFACE WITH THE ONLINE SERVICES BY ANYONE OTHER THAN SLB.**

#### **15. Indemnification.**

- 15.1. **SLB Indemnification.**

- 15.1.1. SLB agrees to defend and indemnify Customer for costs and damages finally awarded for third party claims based on a finding of infringement of any patent, copyright, or trademark resulting from the use of the 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 3.3 by any party other than SLB or a SLB Affiliate.
- 15.1.2. SLB's indemnification obligations under this Section 15 are conditional on (i) Customer giving SLB prompt notice of the claim for alleged infringement; (ii) Customer not making any admission, declaration, or arrangement regarding the claim of alleged infringement; and (iii) Customer tendering sole control and the defence of the claim to SLB. If SLB reasonable believes the Online Services may infringe a third party's intellectual property, SLB may, at its sole option and expense: procure the right for Customer



to continuing using the Online Services; modify the Online Services to make them non-infringing; or replace the Online Services with a functionally equivalent alternative. If SLB determines that the foregoing remedies are not commercially reasonable, SLB may suspend or terminate Customer's use of the affected Online Services.

15.1.3. SLB's agreement to indemnify Customer regarding any patent, copyright, or trademark infringement will be void, and SLB will have no liability or responsibility to the Customer, if the alleged claim of infringement is based upon:

- 15.1.3.1. SLB's compliance with Customer's specifications, where such specifications require SLB to modify the Online Services;
- 15.1.3.2. the combination of the Online Services with other products, software, services, processes, methods, workflows, or data not furnished by SLB;
- 15.1.3.3. any unauthorized addition to or modification of the Online Services; or
- 15.1.3.4. any use of the Online Services that does not correspond to the Documentation.

15.1.4. Customer will indemnify, defend, and hold harmless SLB for any alleged infringement and any finding of infringement of any patent, copyright, or trademark, which results from a claim based on Sections 15.1.3.1 to 15.1.3.4.

15.1.5. The provisions of this Section 15.1 are Customer's sole and exclusive remedy for any third party claims of intellectual property infringement.

15.2. **Customer Indemnification.** Customer will indemnify, defend, and hold harmless SLB and SLB's officers, directors, employees, agents, successors and assigns, and SLB's Affiliates from and against any and all losses incurred in connection with any claim, suit, action, or proceeding that arises out of or relates to:

- 15.2.1. Customer's use of the Online Services (including any decisions, reliance on Interpretations, plans or activities undertaken by Customer as a result of use of the Online Services);
- 15.2.2. Customer Data;
- 15.2.3. SLB's compliance with any specifications or directions provided by or on behalf of Customer and/or Authorized User;
- 15.2.4. any breach of Customer's obligations set out in Section 4 (Customer Obligations) and/or Section 10 (Compliance with Laws); and
- 15.2.5. any Security Incident caused by Customer and/or any Authorized User.

## 16. Limitation of Liability.

16.1. SLB's aggregate liability to Customer and its Authorized Users for all claims whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or in connection with an Agreement shall be limited to the amount of fees paid by Customer under the Agreement in the twelve (12) months immediately preceding the claim, less any amounts previously claimed. Nothing in this Section 16 shall exclude or limit any liability that cannot be excluded or limited at law. Customer will indemnify, hold harmless, and defend SLB of and from any loss, cost, damage, or expense, including third party claims and attorneys' fees, above SLB's limit of liability.

16.2. **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.

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.

16.3. **DMCA.** Customer releases SLB from SLB'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

16.4. Notwithstanding any other provision of the Agreement, under no circumstances will SLB have any obligation to re-create, re-acquire, process or re-process, re-shoot any 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.

16.5. The limitations and exclusions in this Section 16 (Limitations of Liability) apply even if Customer is not fully compensated for any losses and regardless of: (i) whether SLB knew of or should have known about the possibility of damages; (ii) if any limited remedy fails in its essential purpose; and/or (iii) regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort (including, but not limited to negligence or breach of statutory duty), strict product liability or any other legal or equitable theory.

16.6. SLB will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to SLB by Customer in connection with the Online Services, or any actions taken by SLB at Customer's direction.

## 17. Evaluations and Pre-Commercial Online Services.

17.1. The provisions of this Section 17 apply solely to Evaluations and Pre-Commercial Online Services. In the event of any conflict or ambiguity between this Section 17 and the remainder of this Agreement, this Section 17 will prevail.



- 17.2. Customer may make use of Evaluations and/or Pre-Commercial Online Services for the longer of (i) fourteen (14) days from SLB granting Customer access; or (ii) the duration set out in the Quotation.
  - 17.3. **EVALUATIONS AND PRE-COMMERCIAL ONLINE SERVICES ARE “AS-IS” AND “AS-AVAILABLE”. SLB MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR PERFORMANCE OF EVALUATIONS OR PRE-COMMERCIAL ONLINE SERVICES.**
  - 17.4. Save for any liability which cannot be limited or excluded by law, SLB’s aggregate liability 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 Evaluations and/or Pre-Commercial Online Services will be limited to US\$100. Customer will indemnify, hold harmless, and defend SLB of and from any loss, cost, damage, or expense, including third party claims and attorneys’ fees, above SLB’s limit of liability
  - 17.5. With respect to Pre-Commercial Online Services:
    - 17.5.1. SLB makes no commitment to release the Pre-Commercial Online Services as a commercial offering and makes no warranty or representation that the Pre-Commercial Online Services will have been tested for customer use.
    - 17.5.2. the existence and/or use by Customer of the Pre-Commercial Online Services will be deemed Confidential Information under this Agreement
- 18. 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 SLB is Schlumberger Technology Corporation or any other U.S legal entity, the laws of Texas, USA, without regard to its choice of law provisions, govern all disputes and/or claims arising out of or in connection with 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 SLB is not Schlumberger Technology Corporation or any other U.S. legal entity the laws of England and Wales will govern any dispute and/or claim arising out of or in connection with 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.
- 19. 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 SLB uses Customer’s name and/or logo(s) in its marketing material to notify others and/or make public that Customer is a user of SLB’s Online Services.
- 20. 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, externally hosted platforms and services, other websites, resources, open-source licenses, and/or content (“Third Party Resources). SLB may have no control over such Third Party Resources. SLB is not responsible for the availability of such Third Party Resources. SLB does not: (i) make any warranty, express or implied, with respect to the use of Third Party Resources; (ii) guarantee the accuracy, completeness, security, usefulness, or adequacy of any Third Party Resources ; or (iii) make any endorsement, express or implied, related to the Third Party Resources. The Third Party Resources are solely responsible for the delivery of their platforms, services, websites, resources, and/or content. Links to Third Party Resources may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. The third party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from the third party website. SLB is not liable for or responsible 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 use or reliance on anything associated with such Third Party Resources.
- 21. 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.
- 22. Force Majeure.** SLB will not be liable under these T/Cs and/or any Agreement if SLB is prevented from or delayed in performing SLB’s obligations by acts or events beyond SLB’s reasonable control, including: strikes, lock-outs or other industrial disputes (whether involving the workforce of SLB or any other party); utility, network or device failure external to SLB or its cloud service providers; Security Incidents and/or third-party attacks, including but not limited to distributed denial of service, directed attacks targeting SLB 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.

- 23. 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.
- 24. 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.
- 25. Notices.** SLB may provide Customer with information about Online Services electronically, including, but not limited to, via email, a forum, or a web site that SLB identifies. Notice is effective as of the date made available by SLB. Notices expressly required under these T/Cs, any Quotation or Agreement will be in writing, (a) sent electronically to the other party's email address, or (b) sent physically to the other party's registered address by courier, registered mail, or certified mail return receipt requested, or by a firm regularly engaged in the business of delivery of documents or packages.
- 26. 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.
- 27. Entire agreement.** These T/Cs, together with a Quotation if applicable, constitutes the sole and entire agreement between SLB and Customer regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Except as provided herein, this Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 28. 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.
- 29. Interpretation of dialect.** 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.
- 30. Survival.** The following sections survive the termination or expiry of the Agreement: Sections 1 (Definitions), 6 (Term, Suspension, and Termination), 7 (Customer Data and Customer use of the Online Services), 9 (Data Privacy and Security), 10 (Compliance with Laws), 11 (Assignment), 12 (SLB Proprietary Rights), 13 (Confidentiality), 14 (Representations and Warranties), 15 (Indemnification), 16 (Limitation of Liability), 18 (Governing Law, Venue and Arbitration), 19 (Publicity), and 21 (Third Party Rights), 23 (Relationship of the Parties), 24 (Waiver), 26 (Severability), 27 (Entire Agreement), and this section 30 (Survival).