

## 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") on the Effective Date, together with a Quotation if applicable, to form an "Agreement" for the purpose of accessing or using Schlumberger's Online Services. Any contrary, inconsistent, or additional provisions contained in the Customer's purchase order or other documentation is expressly rejected.

By accepting these T/Cs, either by clicking a box indicating your acceptance or by entering into a Quotation that references these T/Cs, you agree to the terms of the Agreement. If you are entering into the Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these T/Cs and the Agreement. If you do not have such authority, or if you do not agree with these T/Cs, you must not accept these T/Cs, enter into a Quotation that references these T/Cs, or access or use the Online Services.

### 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:** (i) European Union or Member State laws with respect to any Personal Data where the Customer is subject to EU Data Protection Laws; and (ii) any other applicable law with respect to Personal Data where the Customer is subject to any other Data Protection Laws.
- 1.3. **Authorized Users:** natural person designated by the Customer to have access to the Online Services on behalf of the Customer.
- 1.4. **Confidential Customer Data:** non-public and propriety data provided, transmitted, or displayed via the Online Services by the Customer or Authorized Users related to geological exploration, development, production or management. Confidential 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 but not limited to, Confidential Customer Data, Online Services, Documentation, Schlumberger Licensed Data, information related to third party vendors that Schlumberger works with to provide 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; or
  - 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.
- 1.6. **Contracted Processor:** Schlumberger or a Subprocessor.
  - 1.7. **Customer:** the legal entity that enters into an Agreement or these T/Cs with Schlumberger.
  - 1.8. **Customer Account:** an account specific to a Customer through which the Customer may manage the access and use of the Online Services by Authorized Users.
  - 1.9. **Data Protection Laws:** EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.
  - 1.10. **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 or other informal communications.
  - 1.11. **Effective Date:** the earlier of: (i) the date 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).
  - 1.12. **EU Data Protection Laws:** EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.
  - 1.13. **EU Standard Contractual Clauses:** (i) the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2010) 593, as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a Supervisory Authority for use with respect to any specific Restricted Transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Supervisory Authority or Applicable Data Protection Laws.
  - 1.14. **GDPR:** EU General Data Protection Regulation 2016/679.
  - 1.15. **Interpretations:** (i) processing, review, and analysis of data, (ii) making of models, workflows, estimates, (iii) descriptions of data, wells, and reservoirs, and (iv) any other explanation, evaluation, recommendation, or description provided to Customer through the Online Services.

- 1.16. **Online Services:** services selected by the Customer that Schlumberger makes available for general commercial release and agrees to provide to the Customer, which are more particularly described in the Documentation. Online Services may include: the Customer Account; software; Resources; Schlumberger Licensed Data; and/or public forums.
- 1.17. **Pre-Commercial Online Services:** Online Services that have not been approved for general commercial release by Schlumberger.
- 1.18. **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).
- 1.19. **Resources:** storage space for Customer data, processor cores and other system infrastructure or equipment used by or made available to the Customer.
- 1.20. **Restricted Transfer:** a transfer of Personal Data from the Customer to a Contracted Processor; or an onward transfer of Personal Data from a Contracted Processor to (or between two establishments of) a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the EU Standard Contractual Clauses.
- 1.21. **Schlumberger:** the legal entity, and its Affiliates, providing the Online Services. Unless stated otherwise, 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.
- 1.22. **Schlumberger Licensed Data:** data provided by Schlumberger via the Online Services, such as data originated from Schlumberger, public sources, or third parties. Certain Schlumberger Licensed Data may require Customer to agree to additional terms and conditions before gaining access.
- 1.23. **Security Incident:** any actual damage to the integrity, performance, 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 explicitly includes a Personal Data Breach and any other unlawful or unauthorized access to any data resulting in loss, disclosure, or alteration of the data.
- 1.24. **Subscription Term:** an initial subscription term and any subsequent extensions as further specified in Section 5.
- 1.25. **Subprocessor:** any person (excluding an employee of Schlumberger) appointed by or on behalf of Schlumberger to Process Personal Data on behalf of the Customer in connection with the Agreement.
- 1.26. **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.
- 1.27. **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.

- 1.28. The terms, Controller, Data Subject, Member State, Personal Data, Personal Data Breach, Processing, Processor, Special Categories of Personal Data, and Supervisory Authority have the same meaning as in the GDPR, and their cognate terms will be construed accordingly.

## **2. Structure of this Agreement.**

- 2.1. These T/Cs create a contractual framework between Customer and Schlumberger under which Customer may enter into separate Quotations with Schlumberger from time to time to procure, access and use certain Online Services, and under which Schlumberger agrees the terms on which it shall provide such Online Services to Customer and the Authorized Users.
- 2.2. The Online Services specified to be provided under an applicable Quotation shall be provided in accordance with these T/Cs and the relevant terms set out in such Quotation, which may include pricing and related commercial terms and restrictions that apply to such Online Services.
- 2.3. Where a Quotation is included, these T/C's will control if there are any discrepancies between the Quotation and these T/Cs, unless the Quotation:
  - 2.3.1. expressly identifies specific section(s) of these T/Cs to be modified; and
  - 2.3.2. provides the modified language limited to the specific section(s) identified.
- 2.4. A Quotation shall, upon execution, constitute a separate legal agreement between Customer and Schlumberger in relation to the particular transaction for the provision of the applicable Online Services specified in that Quotation, with such Quotation incorporating by reference all of the provisions of the T/Cs to form an "Agreement". Once a Quotation is agreed by the parties, to be valid and effective it must either be signed by each of the parties or otherwise accepted by the parties.
- 2.5. Neither Customer nor Schlumberger shall be obliged by these T/Cs to enter into any Quotation. Schlumberger shall not be obliged to provide any Online Service and Customer is not obliged to pay any charges to Schlumberger, except to the extent specified in a Quotation.

## **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 the benefit of Customer's internal business purposes.
- 3.2. Neither the Customer nor an Authorized User may access the Online Services: (i) through a virtual private network or any other system that obfuscates the origin of access to the Online Services; or (ii) obfuscate the origin of data the Customer or an Authorized User provides to the Online Services.
- 3.3. Schlumberger will establish a Customer Account. Customer is solely responsible for controlling access to Online Services and Customer data through Customer's Authorized Users. Customer will be responsible and liable for the acts and omissions of the Authorized Users, including without limitation 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.
- 3.4. Schlumberger will make available to Customer a minimum set of Resources as specified in the Documentation.
- 3.5. Schlumberger will use commercially reasonable efforts to make available the Online Services to the Customer, except for required maintenance periods. Schlumberger will use commercially reasonable efforts to provide the Customer with seven (7) days' advance notice before any

planned maintenance and thirty (30) minutes' advance notice before any emergency maintenance is undertaken.

- 3.6. Customer and Authorized Users will access, use, save, store, or retain Schlumberger Licensed Data only within the Online Services.
- 3.7. Schlumberger may provide the ability for Customer to access online reporting tools through which Customer may monitor actual usage and expenditure during the Subscription Term.

#### **4. General Payment Terms**

- 4.1. Schlumberger will provide to the Customer a monthly invoice for the amount due for access to or use of all the relevant Online Services. If the Customer requires specific information for processing invoices for the Online Services, Customer must inform Schlumberger in writing within five (5) days of the Effective Date. Schlumberger will evaluate the request and endeavor to inform Customer which of the requests Schlumberger will comply with before issuing Customer with the first invoice.
- 4.2. Unless otherwise agreed in a Quotation: (a) for each product or service offered through the Online Services, Customer will pay the official list price; and (b) Customer will pay all invoices within thirty (30) days of the invoice date in United States currency.
- 4.3. If Customer disputes any portion of an invoice in good faith, Customer will pay the undisputed portion of the invoice. Customer will notify Schlumberger within ten (10) days of the invoice date: (a) the basis for the dispute and supporting evidence, the specific items disputed, and a proposed resolution; and (b) the relevant Customer Account, Online Services, and Authorized Users. Schlumberger will respond to Customer's dispute notice within fifteen (15) days. Customer will not set off or withhold payments due for one billing period against a disputed invoice.
- 4.4. Unpaid invoiced amounts will accrue interest thirty (30) days after payment is due. The interest accrues at the maximum amount permitted by law, unless otherwise agreed to in writing. Customer agrees to pay all reasonable and documented costs and attorneys' fees incurred by Schlumberger if any unpaid fees are collected through legal proceedings or by a collection agent.
- 4.5. Upon termination of an Agreement for any reason, Customer will pay all amounts invoiced and due.

#### **5. Term, Suspension, and Termination.**

- 5.1. Each Agreement will commence on the Effective Date and will continue until the expiration of the Subscription Term, unless otherwise terminated earlier.
- 5.2. A Subscription Term commences upon Schlumberger providing Customer access credentials to a Customer Account. The Subscription Term will have an initial period of one (1) year and thereafter will continue for the longer of:
  - 5.2.1. the duration of the applicable Quotation; or
  - 5.2.2. if no Quotation exists, automatically renew every three (3) months after the expiry of the applicable initial period absent a party providing a written termination notice to the other party at least one (1) month before the relevant Subscription Term is renewed.
- 5.3. Schlumberger may immediately terminate or suspend any Agreement, these T/Cs, any Quotation and/or any or all of the Online Services: (a) for any non-compliance with laws and regulations addressed in Section 8.1; (b) for any violation of Schlumberger's proprietary rights

addressed in Section 10; (c) for any Customer or Authorized User breach of the confidentiality provisions addressed in Section 11; (d) for any breach of the Customer's representations and warranties in Section 12; (e) for failure to pay any undisputed invoiced amounts due to Schlumberger; (f) for the Customer's modification, disabling, or impeding of Schlumberger's ability to generate accurate Usage Reports; (g) upon Customer's merger, being acquired, or ceasing to engage in business activities; or (h) unless otherwise agreed in a Quotation with related financial conditions, for the Customer's and/or any Authorized User's use of the Online Services to perform consulting services for third parties.

- 5.4. The T/Cs shall continue to govern and be incorporated by reference in each applicable Quotation until the relevant Agreement has been terminated or reaches the end of its applicable Subscription Term.
- 5.5. If Customer and/or any Authorized User is or becomes subject to legal sanctions, access to the Online Services will be immediately suspended. Nothing herein restricts Schlumberger's ability to comply with all laws and regulations regarding data retention or data deletion associated with such Customer and/or Authorized User as it relates to the legal sanctions. If legally permitted, Schlumberger will promptly notify Customer of any such suspension, data retention, or data deletion. Schlumberger shall cease Processing the Personal Data within ninety (90) days upon the termination or expiry of an Agreement or, if sooner, the Online Service to which it relates and as soon as possible thereafter at the choice of the Customer, either return, or delete from its systems, the Personal Data. Schlumberger may retain the Personal Data to the extent required by Applicable Data Protection Laws.
- 5.6. In addition to other remedies, either party may immediately terminate the Agreement by giving written notice to the receiving party if:
  - 5.6.1. the receiving party commits a material breach of any term of the Agreement and fails to remedy the same within ten (10) business days upon written notice of breach by the other party;
  - 5.6.2. the receiving party suspends, or threatens to suspend, payment of its debts;
  - 5.6.3. 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);
  - 5.6.4. 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.
- 5.7. If there is a Security Incident affecting Confidential Customer Data:
  - 5.7.1. Schlumberger will notify Customer about the Security Incident without undue delay upon confirming the Security Incident via the Customer Account, including providing information (as and when available) to assist the Customer to meet any obligations to report a Personal Data Breach under the Data Protection Laws;
  - 5.7.2. Schlumberger may immediately suspend the Online Services, Customer Account, or Authorized Users without notice and for as long as Schlumberger deems reasonably necessary; and
  - 5.7.3. Schlumberger may adjust fees for an interruption of Online Services so long as the Security Incident is unrelated to Customer or Authorized User acts or omissions.

- 5.8. Schlumberger will co-operate with the Customer and take such reasonable commercial steps as are agreed in good faith by the parties to assist in the investigation, mitigation and remediation of any Personal Data Breach, provided that, to the extent that a Personal Data Breach does not result from a breach by Schlumberger of its obligations in the Agreement, the Customer shall reimburse Schlumberger in full for all costs reasonably and properly incurred by Schlumberger performing its obligations under this Section 5.8 (including internal costs and third party costs including legal fees).
- 5.9. On expiration or termination of an Agreement for any reason:
  - 5.9.1. Schlumberger may allow the Customer Account to be used to retrieve Customer data for thirty (30) days;
  - 5.9.2. Customer will delete or return all Documentation, Confidential Information and Schlumberger Licensed Data in its possession, and certify the same in writing to Schlumberger within thirty (30) days;
  - 5.9.3. if Customer wishes Schlumberger to send or retain Customer data longer than thirty (30) days, Customer shall enter a separate agreement with Schlumberger for those data retention services; and
  - 5.9.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiration will not be affected or prejudiced.

## **6. Confidential Customer Data and Customer use of the Online Services.**

- 6.1. Schlumberger claims no ownership in the Confidential Customer Data. Customer has sole responsibility for the legality, reliability, integrity, accuracy, and quality of data Customer or an Authorized User provides to the Online Services or makes available to Schlumberger. By granting access to Authorized Users, Authorized Users may have the ability to export Customer data from the Online Services.
- 6.2. Schlumberger may use Customer data and/or information about interaction with the Online Services to (i) provide the Online Services to Customer and Authorized Users, and (ii) create, improve and/or secure Schlumberger's products and/or services. Schlumberger exclusively owns all such creations, improvements, and security enhancements.
- 6.3. Should Customer data be deleted from the Online Services either: (i) by termination of an Agreement; or (ii) upon request by Customer or an Authorized User, Customer data may persist in the Online Services, including, but not limited to, indexes and backup systems.
- 6.4. Schlumberger may use third party service providers in connection with the Online Services, including without limitation the use of cloud computing service providers. 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 is under no obligation to do so.
- 6.5. If Schlumberger provides Customer feedback or suggestions about the 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).

- 6.6. Schlumberger reserves the right to modify, enhance or remove any feature or functionality or suspend, improve or discontinue the Online Services without the need for any consent from the Customer. However, Schlumberger will use commercially reasonable efforts to provide Customer with fifteen (15) days' notice (or such other period as may be specified in the relevant Quotation) before implementing any such removal or discontinuation, unless Schlumberger deems that expedited suspension, modification, removal or discontinuation is necessary due to security, legal or system performance considerations.

## **7. Privacy and Data Privacy.**

- 7.1. Schlumberger provides the Online Services consistent with its Privacy and Security Policy (<http://www.slb.com/about/privacy.aspx>).
- 7.2. If Schlumberger processes any Personal Data on the Customer's behalf when performing its obligations under any Agreement and these T/Cs, the Customer will be the data Controller and Schlumberger will be a data Processor in the circumstances.
- 7.3. Schlumberger shall not Process the Personal Data other than on the Customer's documented instructions unless Processing is required by Applicable Data Protection Laws to which the relevant Contracted Processor is subject, in which case Schlumberger shall to the extent permitted by Applicable Data Protection Laws inform the Customer of that legal requirement before the relevant Processing of that Personal Data.
- 7.4. The Customer instructs Schlumberger (and authorizes Schlumberger to instruct each Subprocessor) to: (i) Process the Personal Data; and (ii) in particular, transfer the Personal Data to any country or territory as reasonably necessary for the provision of the Online Services and consistent with these T/Cs.
- 7.5. The subject matter, and the purpose, of Processing under the Agreement is the provision of the Online Services set out herein and such Processing may take place throughout the period during which such Online Services are provided. The nature of the Processing shall be those Processing operations that are necessary to enable Schlumberger to provide the Online Services. This Processing shall be in relation to Schlumberger providing the Online Services and may include, without limitation, names, contact details, password recovery information, location, images of Authorized User(s), and IP address.
- 7.6. Schlumberger shall take reasonable steps to ensure that any employee, agent or contractor who may have access to the Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 7.7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. In assessing the appropriate level of security, each party shall take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

- 7.8. Schlumberger shall promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Laws in respect of the Personal Data. Taking into account the nature of the Processing, Schlumberger shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising Data Subject rights under the Data Protection Laws, provided that the Customer shall reimburse Schlumberger in full for all costs reasonably and properly incurred by Schlumberger performing its obligations under this Section 7.8 (including internal costs and third party costs including legal fees).
- 7.9. Schlumberger shall provide reasonable assistance to the Customer with any data protection impact assessments which are required under Article 35 GDPR, and with any prior consultations to any Supervisory Authority of the Customer which are required under Article 36 GDPR, in each case solely in relation to Processing of the Personal Data by Schlumberger on behalf of the Customer and taking into account the nature of the Processing and information available to Schlumberger, provided that in each case the Customer shall reimburse Schlumberger in full for all costs reasonably and properly incurred by Schlumberger performing its obligations under this Section 7.9 (including internal costs and third party costs including legal fees).
- 7.10. Schlumberger shall make available to the Customer on request all information necessary to demonstrate compliance with this Section 7.10, and shall allow for and contribute to audits, including, at Schlumberger's discretion, either: (a) inspections by an auditor mandated by the Customer in relation to the Processing of the Personal Data, or (b) provide an annual compliance certificate confirming appropriate information controls are in place. Schlumberger need not give access to its premises for the purposes of such an audit or inspection if (a) outside normal business hours at those premises, unless the audit or inspection is required to be carried out on an emergency basis by a Supervisory Authority; or (b) for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which the Customer is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws. The Customer shall reimburse Schlumberger in full for all costs reasonably and properly incurred by Schlumberger performing its obligations under this Section 7.10 (including internal costs and third party costs including legal fees).
- 7.11. The Customer authorizes Schlumberger to appoint (and permit each Subprocessor appointed to appoint) Subprocessors. After the Effective Date, Schlumberger shall give the Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within thirty (30) calendar days of receipt of that notice, the Customer notifies Schlumberger in writing of any objections (on reasonable grounds) to the proposed appointment, Schlumberger shall not appoint that proposed Subprocessor until it has taken reasonable steps to address the objections of the Customer and provided the Customer with a reasonable explanation of the steps taken.
- 7.12. With respect to each Subprocessor, Schlumberger shall use reasonable endeavors to: (a) include terms in the contract between Schlumberger and each Subprocessor which offer a similar level of protection for the Personal Data as those set out in these T/Cs; (b) if the arrangement involves a Restricted Transfer, ensure that the EU Standard Contractual Clauses are at all relevant times incorporated into the agreement between Schlumberger and the Subprocessor, or before the Subprocessor first Processes the Customer Personal Data, procure that it enters into an agreement incorporating the EU Standard Contractual Clauses with the Customer; and (c)

remain fully liable to the Customer for any failure by each Subprocessor to fulfil its obligations in relation to the Processing of the Personal Data.

- 7.13. The Customer (as 'data exporter') and Schlumberger (as 'data importer') shall enter into the EU Standard Contractual Clauses, in respect of any Restricted Transfer, which terms shall take precedence over those in these T/Cs. This Section 7.13 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, does not include obtaining consents from data subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Laws.
- 7.14. Customer acknowledges that the Online Services are not intended for the storage of Special Categories of Personal Data. Neither Customer nor an Authorized User will provide or transmit Special Categories of Personal Data to Schlumberger or via the Online Services. Customer will ensure that Customer's Authorized users will not provide or transmit Special Categories of Personal Data to Schlumberger or via the Online Services. Customer accepts all liability for any provision or transmission of Special Categories of Personal Data to Schlumberger and will indemnify Schlumberger for Schlumberger's costs, damages, and attorneys' fees associated with any breach of privacy related to Special Categories of Personal Data.

## **8. Compliance with Laws, Choice of Law, and Venue.**

- 8.1. Customer, Authorized User, and Schlumberger will comply with all laws and regulations applicable to the respective party related to the provision and use of the Online Services, including but not limited to, data transmission, storage, processing, privacy, security breaches, data residency, import/export controls, and international sanctions. 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.
- 8.2. Neither Schlumberger nor the Online Services shall be deemed an internet service provider. As such, no laws, regulations, or other rules governing internet service providers are applicable.
- 8.3. 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.
- 8.4. When Schlumberger is Schlumberger Technology Corporation, 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, any relevant Quotation and any applicable Agreement, including, but not limited to, 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, but either Schlumberger Canada Limited or Geoquest Systems B.V., the laws of England and Wales govern all disputes and/or claims arising out of or in connection with these T/Cs, any relevant Quotation and any applicable

Agreement, including, but not limited to, subject matter, formation, and non-contract disputes and/or claims; and the place where such disputes and/or claims will be addressed is in London, England.

- 8.5. The text of these T/Cs and any 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.

## **9. Assignment.**

- 9.1. The Customer may not assign or transfer any of its rights or obligations under these T/Cs and any Agreement in any manner, whether voluntary, by merger, change of control, operation of law or otherwise, without prior written authorization from Schlumberger; and, failure to comply with this transfer obligation by Customer will result in termination of these T/Cs and/or the relevant Agreement. Schlumberger may freely assign these T/Cs and any Agreement, and/or assign its rights and/or delegate its duties under this these T/Cs and any Agreement.

## **10. Proprietary Rights.**

- 10.1. 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, vest and remain with Schlumberger or its licensors.
- 10.2. If Customer provides Schlumberger feedback or suggestions about the Online Services, then Schlumberger may use that information without obligation to Customer, and Customer hereby irrevocably assigns Schlumberger all rights, title, and interest in that feedback or those suggestions.
- 10.3. Except as expressly stated in Section 3.1, these T/Cs and the Agreement does not grant 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.
- 10.4. Neither Customer nor Authorized Users will 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 this Agreement.
- 10.5. Neither Customer nor Authorized Users 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.

## **11. Confidentiality.**

- 11.1. Each party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the term of the Agreement, and for a period of five (5) years after the termination or expiry of the Agreement, 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.

- 11.2. If a third party requests Confidential Information from a receiving party pursuant to a legal requirement, the receiving party will do the following, if legally permitted:
  - 11.2.1. promptly notify the disclosing party of the request;
  - 11.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;
  - 11.2.3. inform the disclosing party of the Confidential Information provided to the third party; and
  - 11.2.4. endeavor to maintain confidentiality of Confidential Information disclosed to the third party.

## 12. Representations and Warranties.

- 12.1. **Mutual Representations and Warranties.** Each party to the Agreement represents and warrants to the other party that:
  - 12.1.1. it will comply with all laws as articulated in Section 8 (Compliance with Laws, Choice of Law, and Venue);
  - 12.1.2. 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;
  - 12.1.3. 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 the Agreement; and
  - 12.1.4. the acceptance of these T/Cs and the Agreement has been duly authorized by all necessary individuals, corporate, or organizational entities.
- 12.2. **Schlumberger Representations and Warranties.** Schlumberger represents and warrants to Customer that:
  - 12.2.1. Schlumberger will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under these T/Cs and each Agreement. However, the Online Services may use additional software or data licensed in accordance with separate terms and conditions, which may require separate acceptance by the Customer and/or an Authorized User.
  - 12.2.2. The Online Services will perform substantially as described in the applicable Documentation made available by Schlumberger through the Online Services and accessible by the Customer through the Online Services, provided such use by the Customer and the Authorized Users is in accordance with the applicable Documentation.
- 12.3. **Customer & Authorized User Representations and Warranties.** Customer and/or Authorized User represents and warrants to Schlumberger that:
  - 12.3.1. all information regarding Customer and Authorized Users provided by Customer or Authorized Users is accurate and current;

- 12.3.2. all Customer Accounts and Authorized User access will be kept secure and confidential;
- 12.3.3. Customer will promptly notify Schlumberger through the Customer Account about any possible misuse of Online Services by Customer or an Authorized User as described in the Documentation;
- 12.3.4. Customer will promptly notify Schlumberger through the Customer Account about any possible Security Incident caused by Customer or an Authorized User;
- 12.3.5. Customer and/or Authorized Users are not barred from using the Online Services under the laws of the United States, England, or other applicable jurisdictions, including the country from where any Authorized User (i) is a citizen, (ii) resides, or (iii) accesses the Online Services;
- 12.3.6. Customer and/or Authorized User is of the legal age of majority to enter into the Agreement;
- 12.3.7. Customer and/or Authorized User will access and use the Online Services in accordance with these T/Cs and the relevant Agreement;
- 12.3.8. Customer will ensure that Authorized Users will not breach these T/Cs or the Agreement;
- 12.3.9. Customer has necessary licenses, consents, and permissions for data provided to the Online Services by Customer and/or Authorized User(s) to permit Schlumberger to use the data to provide the Online Services to Customer and Authorized User(s);
- 12.3.10. on the date of the Agreement and during the Term of the Agreement, all Personal Data Processed by the Contracted Processors has been and shall be collected and processed by the Customer in accordance with all Applicable Data Protection Laws and without limitation to the foregoing, the Customer shall take all steps necessary, including without limitation providing appropriate fair collection notices and ensuring that there is a lawful basis for Contracted Processors to process the Personal Data, to ensure that the Processing of the Personal Data by Contracted Processors in accordance with the Agreement is in accordance with all Applicable Data Protection Laws;
- 12.3.11. data provided by Customer and/or Authorized User to the Online Services does not infringe any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations;
- 12.3.12. Customer is solely responsible for the backup of data provided by Customer and/or Authorized User to Schlumberger or for use with or by the Online Services;
- 12.3.13. Customer and Authorized User will not provide to Schlumberger any third party data and/or software, or use the Online Services in any manner, that would impose Third Party License Terms on Schlumberger;
- 12.3.14. Customer will be solely responsible for procuring, maintaining, and securing Customer's network connections and telecommunications links from Customer's systems required to access the Online Services;
- 12.3.15. Customer will be responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and/or

12.3.16. neither Customer nor Authorized Users will use the Online Services in a manner: to violate the rights of others, including other customers or subcontractors of Schlumberger using the services; to stalk, harass, threaten or harm another; to pretend to be anyone, or any entity, they are not; to post, send, transmit or otherwise make available any unsolicited communication or any communication that may be libelous, defamatory, disparaging, pornographic, obscene, or otherwise illegal; to plan or engage in any illegal activity or harm to any person or property; to gather or store Personal Data or Sensitive Personal Data of any other user or customer of the Online Services; to gain or try to gain any unauthorized access to or disrupt any service, device, data, account or network; to distribute malicious software; or, in a way that could harm the Online Services or Schlumberger Licensed Data, or impair anyone else's use of same.

**12.4. DISCLAIMER OF WARRANTIES. THE ENTIRE AGREEMENT IS SUBJECT TO THIS SECTION 12.4.**

**12.4.1. ALL ONLINE SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE".**

**12.4.2. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 12.1 (MUTUAL REPRESENTATIONS AND WARRANTIES) AND 12.2 (SCHLUMBERGER REPRESENTATIONS AND WARRANTIES), 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, WITHOUT LIMITATION:**

**12.4.2.1. ALL WARRANTIES OR CONDITIONS OF 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;**

**12.4.2.2. THAT THE USE OR ACCESS TO THE ONLINE SERVICES WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, COMPLETE, SECURE, OR WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS;**

**12.4.2.3. THAT INFORMATION OBTAINED OR DERIVED FROM THE ONLINE SERVICES IS ACCURATE OR RELIABLE;**

**12.4.2.4. THAT THE ONLINE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, MALICIOUS CODE, INTERFERENCE, HACKING, OR OTHER INTRUSION;**

**12.4.2.5. 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**

**12.4.2.6. THAT THE INTERPRETATIONS ARE ACCURATE, CORRECT, OR COMPLETE.**

**13. Indemnification.**

13.1. A party who breaches an express representation or warranty will indemnify and hold harmless the non-breaching party for the breach of the representation or warranty.

13.2. Intellectual Property Indemnity.

- 13.2.1. 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 granted or registered in any state that is a signatory to the Berne Convention for the Protection of Literary and Artistic Works, and resulting from the use of the Online Services in accordance with their intended purpose as specified in the Documentation.
- 13.2.2. Schlumberger's indemnification regarding any patent, copyright, or trademark infringement is conditioned 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, whereby Schlumberger may accept the tender at its discretion. Schlumberger may elect to take control of the defense of the claim at its discretion. If Schlumberger assumes the defense, then Schlumberger will have sole authority to retain counsel, prepare and present the defense, and settle the claim.
- 13.2.3. 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:
  - 13.2.3.1. Schlumberger's compliance with Customer's specifications, where such specifications require Schlumberger to modify the Online Services;
  - 13.2.3.2. the combination of the Online Services with other products, services, or data not furnished or approved by Schlumberger in writing;
  - 13.2.3.3. any unauthorized addition to or modification of the Online Services;
  - 13.2.3.4. any use of the Online Services in the performance of a method or process, practice of a process, except where such performance or practice is solely completed by or within the Online Services; or
  - 13.2.3.5. any use of the Online Services that does not correspond to the Documentation.
- 13.2.4. 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 13.2.3.1 to 13.2.3.5.
- 13.3. **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:
  - 13.3.1. 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;
  - 13.3.2. 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;

- 13.3.3. to plan or undertake any operation related to geological exploration, development, production or management;
- 13.3.4. any breach of the Customer's obligations set out in Section 6 (Confidential Customer Data and Customer use of the Online Services), Section 7 (Privacy and Data Privacy), and Section 8 (Compliance with Laws, Choice of Law, and Venue);
- 13.3.5. resulting in a Security Incident caused by the Customer and/or any Authorized User.
- 13.3.6. THE CUSTOMER AGREES TO PROVIDE THE INDEMNIFICATIONS SET FORTH IN SECTIONS 13.1, 13.2.4, AND 13.3, EVEN IF THE CLAIM RESULTED FROM PERSONAL INJURY OR WAS DUE IN WHOLE OR IN PART TO SCHLUMBERGER'S NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT, STRICT LIABILITY OR STATUTORY VIOLATION ("SCHLUMBERGER FAULT"), PROVIDED HOWEVER, THAT THE CUSTOMER'S CONTRACTUAL PAYMENT OBLIGATION SHALL NOT EXTEND TO THE PERCENTAGE OF THE CLAIMANT'S DAMAGES FINALLY ADJUDICATED TO BE ATTRIBUTABLE TO SUCH SCHLUMBERGER FAULT.

#### 14. Limitation of Liability.

- 14.1. 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 these T/Cs, any Quotation and each and every 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. Where a claim relates to a specific Online Service(s), Schlumberger's liability limit to the Customer and the Authorized Users shall be further limited and restricted to the amount of fees paid by Customer for use of the particular affected Online Service(s) only over the twelve (12) months period preceding the claim. Nothing in this Section 14 shall exclude or limit any liability that cannot be excluded or limited at law. Customer will indemnify, hold harmless, and defend Company of and from any loss, cost, damage, or expense, including third party claims and attorneys' fees, above Schlumberger's limit of liability.
- 14.2. **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 RESPONSIBLE 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) LOSS, DAMAGE, CORRUPTION TO, LOSS OF USE OF, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (VII) AND/OR LOSS, DAMAGE, CORRUPTION, OR REPLACEMENT OF COMPUTING SYSTEMS.
- 14.3. **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.
- 14.4. Under no circumstances will Schlumberger be liable in any way for Customer data and its creation, re-acquiring, re-drilling, re-logging, re-shooting, transmittal, export, re-export, storing,

posting, processing, use, loss, destruction, alteration, or disclosure of Customer data, including as may be caused by any third party, in each case whether direct or indirect.

- 14.5. **Force Majeure.** Schlumberger will have no liability to the Customer under these T/Cs and any Agreement if Schlumberger is prevented from or delayed in performing Schlumberger's obligations by acts or events beyond Schlumberger's reasonable control, including, without limitation: strikes, lock-outs or other industrial disputes (whether involving the workforce of Schlumberger or any other party); failure or interruption of power, a utility service or transport or telecommunications network (including the internet); 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, malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident, breakdown of plant or machinery; fire, flood, storm; or default, failure or unavailability of suppliers or sub-contractors.
- 14.6. The limitations in this Section 14 (Limitations of Liability) apply even if Customer is not fully compensated for any losses and regardless of: (i) whether Schlumberger knew of or should have known about the possibility of damages; (ii) if any limited remedy fails in its essential purpose; and/or (iii) regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort (including, but not limited to negligence or breach of statutory duty), strict product liability or any other legal or equitable theory.
- 14.7. 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.
- 14.8. 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.

## 15. Breach.

- 15.1. Customer will materially breach the Agreement if Customer fails to comply with the payment obligations for use of the Online Services, or fails to perform a material obligation of the Agreement, including, but not limited to, maintaining the confidentiality of Schlumberger's Confidential Information. Such breaches of the Agreement could cause Schlumberger irreparable harm, entitling Schlumberger to seek injunctive relief.
- 15.2. If a party believes the other party has committed a non-material breach of the Agreement, the 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 16. Any legal action brought against Schlumberger must be brought within twelve (12) months after the cause of action arises.

- 16. 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 consistent with Section 8.4 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.
- 17. 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 as required by law or any court or other authority of competent jurisdiction.
- 18. 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.
- 19. 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.
- 20. Taxes.**
- 20.1. 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.
- 20.2. 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.

20.3. 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.

20.4. 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.

**21. 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.

**22. Basis of the Bargain.** The fees, licenses, releases, waivers, warranty disclaimers, limitations of liability, and indemnities contemplated in these T/Cs, any Quotation or Agreement are a fundamental basis of the bargain between Customer and Schlumberger, and are a material part of the consideration received by Schlumberger for the provision of the Online Services, and Schlumberger would not have entered into such Agreement and provided the Online Services absent such terms.

**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.**

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 12.1 AND SECTION 12.2 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.

**29. Survival.** The following sections survive the termination or expiry of the Agreement: Sections 5 (Term, Suspension, and Termination), 6 (Confidential Customer Data and Customer use of the Online Services), 7 (Privacy and Data Privacy), 8 (Compliance with Laws, Choice of Law, and Venue), 9 (Assignment), 10 (Proprietary Rights), 11 (Confidentiality), 12 (Representations and Warranties), 13 (Indemnification), 14 (Limitation of Liability), 15 (Breach), 16 (Arbitration), 17 (Publicity), and 19 (Third Party Rights), 21 (Relationship of the Parties), 22 (Basis of the Bargain), 23 (Waiver), 25 (Severability), 26 (Entire Agreement).