SUPPORT PORTAL TERMS AND CONDITIONS

Access to https://www.software.slb.com/support, any related websites, and content accessible through those resources ("Support Portal") is governed by these terms and conditions ("Support Terms"), the Terms and Conditions for Software Use and Maintenance ("Software Terms"), and the Quotation to which these Support Terms and attached ("Agreement"). Defined words not defined herein are defined in the Software Terms. Schlumberger reserves the right to change these terms and conditions from time to time at its sole discretion. Customer’s acceptance of these terms supersedes any individual acceptance of these terms by Customer personnel when accessing the Support Portal.

1) Support Portal Content. The Support Portal contains electronic content, tools, and other services including discussion forums as well as any features or content Schlumberger may add in the future ("Support"). Schlumberger may change or update information available through the Support Portal at any time, but makes no commitment to do so.

2) Registration Information, Privacy & Personalisation.
   a) Customer’s personnel may be required to register before accessing portions of the Support Portal, which may require providing personally identifiable information ("Registration"). Customer will ensure all information provided for Registration will be true, accurate, current, and complete information.
   b) Customer will ensure all persons accessing the Support Portal under the Support Terms: (i) will maintain only one active Registration at all times; (ii) is not subject an embargo or sanctions; (iii) must keep their Registration current, including reflecting the country of residence and access to the Support Portal; (iv) maintain their access credentials secret and prevent another person accessing the Support Portal with their access credentials; and (v) promptly report suspected unauthorized access to the Support Portal by emailing Schlumberger at software-support@slb.com.
   c) Schlumberger provides the Support Portal and will handle the Registration information consistent with its Privacy and Security Policy (http://www.slb.com/about/privacy.aspx).
   d) Schlumberger may suspend or terminate a Registration and access to the Support Portal without prior notice if it discovers: (i) any information in the Registration is not true, accurate, current, or complete; (ii) a violation of the Agreement.

3) Intellectual Property; Limited License.
   a) As between Customer and Schlumberger, the Support Portal (e.g., Software and Documentation) is owned by Schlumberger.
   b) Except as granted in the Agreement, Customer is granted no license or right to use or copy any aspect of the Support Portal or its content without the specific written permission of Schlumberger.
   c) Schlumberger grants Customer a non-exclusive, non-assignable, non-transferable, limited term, right to access and use the Support Portal solely by Customer’s personnel for the benefit of Customer’s internal business purposes.

4) Confidential Information; Feedback.
   a) Any direct request for Support via the Support Portal (a "Ticket"), and any proprietary datasets provided to Schlumberger through use of the secure file transfer protocol area of the Support Portal ("Data Exchange") shall be considered Confidential Information and may only be used for providing Software support or problem resolution to Customer, or in accordance with the Agreement.
   b) All content submitted by Customer’s personnel and posted on the public portion of the Support Portal shall not be deemed Confidential Information and may be available to third parties. Customer grants Schlumberger a perpetual, non-revocable, world-wide, non-exclusive, transferrable, assignable, license to use and copy such content for any purpose.
   c) Subject to Section 5(b), Schlumberger will not share with third parties any of the following information without Customer’s prior written approval: Customer’s name, personnel identification, or the details of any specific support incidents or any specific names of geological basins, fields or other reservoir data.
   d) Customer grants Schlumberger a perpetual, non-revocable, world-wide, non-exclusive, transferrable, assignable, license:
      i) to use for any purpose any feedback, guidance, comments, suggestions, queries, ideas, concepts, know-how, or techniques including recommended improvements or modifications, that are sent to Schlumberger ("Feedback"); and
      ii) to reproduce, disclose and publish Customer’s generic Ticket information and Feedback, either on the Support Portal or elsewhere in order to increase the knowledge base for resolving Support queries (e.g., generic question and answer materials);

5) Compliance with laws.
   a) Customer and its personnel will comply with all laws and regulations applicable to the respective party related to the use of the Support Portal, including but not limited to, data transmission, storage, processing, privacy, security breaches, data residency, import/export, controls, and international sanctions.
   b) Customer will not allow access to, use of, or ingestion of data to the Support Portal:
      i) from Cuba, North Korea, North Sudan, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions/embargoes; or
      ii) in a manner which would breach any countries data residency laws or regulations.
   c) Customer’s or its personnel’s violation of applicable export or trade control regulations will result in the immediate suspension of Customer’s right 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.

6) Third Party Materials and Support Portal Links. The Support Portal may contain references and links to third party websites, which are NOT under the control of Schlumberger. SCHLUMBERGER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY OTHER WEBSITE TO WHICH CUSTOMER MAY HAVE ACCESS THROUGH THE SUPPORT PORTAL, INCLUDING WITHOUT LIMITATION ANY WEBSITE Whose SERVICES MAY BE DESCRIBED OR OFFERED ON THE SUPPORT PORTAL.

7) Forum/Chat Room - Conduct Guidelines.
   a) Customer understands and will notify its personnel that the posting of messages for illegal purposes or that transmit information that is unlawful, harassing, invasive of another person’s privacy, harmful, vulgar, obscene or otherwise objectionable, may result in removal of messages, termination of an individual’s Registration at no liability to Schlumberger, or legal action.
   b) Customer assumes the entire risk of use from using forums and/or the content contained therein, including but not limited to, harm
to Customer’s systems, environment, and/or data. Customer waives all rights against and liability from Schlumberger and its Affiliates for use of forums and/or the content contained therein. Customer should exercise all discretion before relying on any information in such messages, as the information may be incorrect or misleading.

c) Customer and its personnel are prohibited from violating or attempting to violate the security of this Support Portal, including without limitation:
   i) accessing data not intend for Customer or accessing or attempting to access a server or account the Customer is not authorized to access;
   ii) performing any stress, vulnerability, penetration, availability, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Support Portal or introduce any virus or malicious software or similar into the Support Portal;
   iii) sending unsolicited electronic mail or advertising to other users, including promotions or advertising of products or services.

d) Violations of these security rules may result in civil or criminal liability. Schlumberger and its Affiliates have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

e) Customer agrees that neither it nor its personnel will engage in any activity on the Support Portal which is in breach of any intellectual property rights.

f) Customer agrees that neither it nor its personnel will collect or store personal data about other users. Customer agrees not to use any of the Support for any commercial purposes not expressly provided in the Agreement.

8) Use of Third Party Providers. Schlumberger may use third party service providers to provide or assist in providing any Support with or without notice to Customer (each a “Third Party Provider”). Customer agrees that the terms and conditions herein including any authorisations, and warranty and liability disclaimers, inure to the benefit of such Third Party Providers which shall be deemed to be a third party beneficiaries of the Support Terms.

9) Security of Data Transmissions. Electronic communications through the Support Portal may not be encrypted. Customer acknowledges that when communicated between Customer and Schlumberger and Customer and other parties, there is a risk that data, including e-mail, electronic and wireless communications and personal data, may be accessed by unauthorized third parties.

10) Monitoring by Schlumberger. Schlumberger, its Affiliates, and agents are entitled but not obligated to review or retain Customer’s Feedback or Ticket information (“Communications”). Schlumberger and Third Party Providers may monitor Communications to track Customer activity (such as page visits, downloads, forum use) in order to: (i) improve the Support Portal (e.g., improving/adding to popular elements, and archiving unused material); and (ii) to advise Customer effectively in service quality meetings (e.g., resource use efficiency).

11) Warranties and Disclaimers.
   a) Support from Schlumberger and Third Party Providers is subject to the warranties and disclaimers in the Agreement.
   b) NEITHER SCHLUMBERGER, ITS AFFILIATES, NOR EMPLOYEES, ENDORSE OR ASSUME ANY RESPONSIBILITY FOR, OR GUARANTEE THE ACCURACY, TIMELINESS, COMPLETENESS, OR USEFULNESS OF INFORMATION IN OR OF ANY MATERIAL IN THE SUPPORT PORTAL, WHICH IS PROVIDED “AS IS”, “AS AVAILABLE”, AND WITHOUT WARRANTY.
   c) Schlumberger does not provide any guarantee against the possibility of deletion, mis-delivery, or failure to store Communications, personalised settings, or any other data.
   d) This Support Portal can be accessed from countries around the world and may contain references to Schlumberger products, services and programs that may not be available in a specific country. Schlumberger makes no representations that materials located on the Support Portal are appropriate or available for use in other locations and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Support Portal from other locations do so at their own initiative and are responsible for compliance with local laws and the Agreement.

12) Limitation of Liability and Indemification.
   a) Customer agrees to indemnify and hold harmless Schlumberger, its Affiliates, and/or any Third Party Providers from any loss, costs, or expense, including reasonable attorney’s fees, resulting from any claim or demand arising out of Customer’s violation of these Support Terms, any laws or regulations, or any other persons rights, including but not limited to infringement of any copyright, proprietary, or privacy right.
   b) Under no circumstances, even if advised of the possibility and including but not limited to negligent acts, will Schlumberger, its Affiliates, and/or Third Party Providers be liable to Customer or any third party for any damages of any kind, that result from:
      i) the use of forums or the statements or conduct of anyone therein; or
      ii) the inability to use the Support Portal;
      iii) the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings; and/or
      iv) unauthorised access to or alteration of Customer transmissions or data.

13) Governing Law and Jurisdiction. These Support Terms are governed by the statutes and laws of England and Wales, without regard to the conflicts of laws principles thereof. The parties submit to the exclusive personal jurisdiction and venue of the tribunals of England.