



SLB Agora - Service Specific Terms

These Service Specific Terms are incorporated into the SLB Agora Terms and Conditions entered into with Customer (the “**Agreement**”) where applicable. In the event of any conflict or ambiguity between these Service Specific Terms and the Agreement, these Service Specific Terms will prevail. Capitalized terms used but not defined herein will have the meanings ascribed to them in the Agreement.

This Service Specific Terms cover:

- 1) Agora Cloud installed on Customer Infrastructure
- 2) Agora Gateway sale

Agora Cloud installed on Customer infrastructure

Scope: When Agora Cloud is stored or executed on a Customer infrastructure, the following terms and conditions will apply:

1. Definitions.

- 1.1. **Agora Cloud:** portions of Agora OS & App stored or executed in the Customer infrastructure.
- 1.2. **Rented/Rental Licence:** a licence to use the Agora Cloud subject to payment of the periodic fees set out in the Quotation. At the end of the fee paying Term specified in the Quotation, Customer's right to use the Agora Cloud expires.
- 1.3. **Embedded Software:** means third party software included as part of the Agora Cloud.
- 1.4. **Customer Infrastructure:** Customer's system of hardware, software, facilities and cloud service components that support the delivery of business and IT for Customer.

2. Agora Cloud on Customer Infrastructure

2.1. Scope of Use

- 2.1.1. Subject to complying with this Agreement, Customer is granted a right to use the Agora Cloud on a non-exclusive, non-transferable basis, for its own internal business operations and only as expressly authorised herein. The Agora Cloud is not sold but is used either under Rented License.
- 2.1.2. Unless otherwise stated in the Quotation, Customer's use of the Agora Cloud is on an Authorized User basis, for use within the country on which the Agora Cloud is installed in. All use or transfer outside of the country of first deployment is subject to SLB's prior written approval and additional fees.
- 2.1.3. Customer may permit use of the Agora Cloud by a third party outsourcing contractor to operate the Agora Cloud on Customer's behalf provided that: (i) Customer is responsible for ensuring that such contractor abides by and fully complies with the terms of this Agreement as they relate to the use of the Agora Cloud on the same basis as they apply to Customer; (ii) such use is only in relation to Customer's directly beneficial internal business purposes; (iii) such use does not represent an increase in the scope or number of Customer's rights, including that such use is only by contractors located within the Geographic Unit; and (iv) Customer is fully liable for any and all acts or omissions by the contractor related to this Agreement.
- 2.1.4. If Customer violates this Agreement or uses illegitimate versions of the Agora Cloud or of any other SLB Cloud, Customer's rights of use of the Agora Cloud immediately expire and Customer agrees to discontinue its use of the Agora Cloud and, at SLB's discretion, immediately remove, return or destroy, all copies of the Agora Cloud and Documentation.

2.2. Limitations of Use

- 2.2.1. SLB reserves all other rights that are not specifically granted to Customer. For the avoidance of doubt, Customer is not authorised and may not authorise anybody to do any of the following:
 - 2.2.1.1. Reverse engineer, decompile or disassemble the Agora Cloud except and only to the extent required by law;
 - 2.2.1.2. Develop or create modifications, improvements and/or derivative works of the Agora Cloud without SLB's prior written approval unless such modifications are made using any SLB Agora Cloud specifically designed for such purposes;
 - 2.2.1.3. Publish or display the Agora Cloud or Documentation in any manner except as provided herein;
 - 2.2.1.4. Rent, lease, lend, sub-license or otherwise distribute or assign Customer's rights in the Agora Cloud, including but not limited to assigning or sub-licensing Customer's rights to use the Agora Cloud to third parties without SLB's prior written consent;
 - 2.2.1.5. Separate out or use any portion of Embedded Software for any purpose;



- 2.2.1.6. Obtain unauthorised access to restricted elements of the Agora Cloud or modify or disable or otherwise “crack” any feature incorporated in the Agora Cloud, including by bypassing security features, including but not limited to licence and quality control features that limit or record the number of users, or those that are intended to prevent access to unlicensed elements or modules of the Agora Cloud;
- 2.2.1.7. Combine or use the Agora Cloud in combination with any Agora Cloud licensed under the ‘GNU General Public License’ or any other license or lease for Agora Cloud in any manner that would cause, or could be interpreted or asserted to cause, the Agora Cloud to become subject to the ‘GNU General Public License’ or other such license or lease;
- 2.2.1.8. use the Agora Cloud in a manner contrary to the Documentation; or
- 2.2.1.9. use of the Agora Cloud to aid in the development of the science, technology, or product content of another Agora Cloud product similar in function or capability to a commercially available SLB Agora Cloud product without the express written consent of SLB

2.3. Back-up copies

- 2.3.1. Customer is permitted to make archival copies of the Agora Cloud as permitted by applicable national and international copyright law. Customer may make a reasonable number of copies of the Documentation for Customer's own internal use. Any copies of Agora Cloud or Documentation that Customer makes must retain all original copyright, patent, and proprietary rights notices.
- 2.3.2. Customer must systematically back-up all applications and data files stored in the Agora Cloud in accordance with industry standards, to protect against the loss of Customer's data. Customer is entirely responsible for the integrity of its data.

2.4. Warranty

- 2.4.1. Subject to sections 2.4.3 and 2.4.4, and to Customer following the operating instructions in the Documentation, SLB warrants that the Agora Cloud will perform substantially as described in the Documentation during the term of the Warranty Period.
- 2.4.2. Warranty Period. The Warranty Period for the Agora Cloud is ninety (90) days from first Delivery.
- 2.4.3. Exclusive Remedy. If notified in writing to SLB during the Warranty Period, SLB will make reasonable efforts to correct errors in the Agora Cloud that prevent it performing substantially as described in the Documentation or, at its option, SLB will replace the Agora Cloud. Customer agrees that SLB does not warrant that the Agora Cloud is error free or that all errors will or can be corrected.
- 2.4.4. Limitations on Warranty. The warranty will not cover any errors or failure in the Agora Cloud when caused, directly or indirectly by: (i) use of the Agora Cloud not in accordance with the Documentation and/or this Agreement, or (ii) events beyond the reasonable control of SLB, or (iii) incompatibility with or failures of hardware, other Agora Cloud, firmware products or data supplied by Customer or any third party
- 2.4.5. When Agora Cloud contains Embedded Software, SLB represents that it has the authority to license the Embedded Software belonging to SLB's licensors to Customer.
- 2.4.6. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, SLB MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE AGORA CLOUD OR MAINTENANCE PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

2.5. SLB Proprietary Rights

- 2.5.1. All title, ownership and rights in and to the Agora Cloud, as well any modifications or derivative works of the Agora Cloud (even if created by the Customer), vest and remain with SLB and/or its licensors.
- 2.5.2. Customer agrees that SLB, in its sole discretion, may incorporate and use (including distribution in source or object code form under a commercial, or other license) any and all feedback or guidance Customer provides regarding the Agora Cloud (“Feedback”). Feedback is not confidential information and Customer hereby assigns to SLB all rights, title and interest in any Feedback and agree to execute all documents necessary to implement such assignment.

2.6. Agora Cloud Maintenance. Maintenance under a Rental License includes the following:

- 2.6.1. access to telephone support (8AM to 5PM CST). Support is limited to telephone assistance with technical difficulties in using the Agora;
- 2.6.2. continued provision of the Agora Cloud, as it becomes available;
- 2.6.3. commercially reasonable efforts to correct errors in the Agora Cloud program codes and procedural documents supplied with the Agora Cloud, where such errors are notified to SLB during the License term and where, in its sole discretion, SLB recognises them as substantially detrimental effect on the performance of the Agora Cloud; and



- 2.6.4. All modifications made to the Agora Cloud by SLB will be in computer readable form and, at SLB's discretion, sent to Customer via mail, courier or e-mail. Customer will be responsible for the integration and implementation of any such modifications or updates and enhancements, including loading any applicable media in accordance with SLB's instructions.
- 2.6.5. Customer acknowledges and understands that new versions, updates and enhancements may not be compatible with previous versions and data and may not function properly in a mixed version environment.
- 2.7. All modifications made to the Agora Cloud by SLB as part of this Rental License will be in computer readable form and, at SLB's discretion, sent to Customer via mail, courier or e-mail. Customer will be responsible for the integration and implementation of any such modifications or updates and enhancements, including loading any applicable media in accordance with SLB's instructions.
- 2.8. Customer acknowledges and understands that new versions, updates and enhancements may not be compatible with previous versions and data and may not function properly in a mixed version environment.
- 2.9. Maintenance will automatically expire when Customer's right to use the Agora Cloud expires or is terminated.

Agora Gateway sale

Scope: If the Agora Gateway is sold to the Customer, the following terms and conditions will apply :

- 2.10. Title and Risk
 - 2.10.1. Title to the Agora Gateway will pass to Customer upon payment in full. SLB will maintain a security interest in purchased Agora Gateway until Customer has paid all charges associated with the purchase. Customer agrees to execute any documents necessary to help SLB perfect this security interest
 - 2.10.2. Customer shall bear all risk of loss or damage to Agora Gateway from any cause whatsoever commencing upon its delivery to Delivery Location.
- 2.11. Warranty
 - 2.11.1. General Warranty. SLB warrants that the Agora Gateway will function materially in accordance with the Documentation supplied with it. SLB's sole liability and Customer's exclusive remedy is the repair or replacement of Agora Gateway which breaches this warranty within a warranty period equivalent to that provided by the third party vendor. However, SLB will pass through any greater third party vendor's warranties for Agora Gateway supplied by SLB to Customer. Any such Agora Gateway warranties will be described in a limited warranty statement shipped with the Agora Gateway, contained on the third party vendor's web portal, or as publicly announced by the third party vendor.
 - 2.11.2. Any claim by Customer pursuant to the warranty will be made immediately upon discovery and confirmed to SLB in writing within eight (8) days. Defective items must be held for inspection or returned to SLB's or third party vendor's facility, at SLB's request. SLB has the right to determine the cause of any defect. Except where the warranty claim is agreed by SLB and/or the third party vendor, Customer will pay all costs, including transportation costs incurred to return, repair or replace Agora Gateway. Purchased Agora Gateway returned to SLB for which SLB provides replacement under this warranty will become the property of SLB.
 - 2.11.3. Maintenance & Services. SLB will use reasonable efforts to provide maintenance & services in a professional and diligent manner
 - 2.11.4. Limitations. SLB's sole responsibility will be to provide the products, maintenance and/or services described in the Quotation. Warranties do not apply to: (a) anything other than Products listed in the Quotation; or (b) use or storage of the Products not in accordance with the Documentation and/or this Agreement; or (c) installation, repair and/or maintenance which have been performed by a party other than SLB or authorised by SLB; or (d) conditions resulting from causes external to the Products; or (e) conditions resulting from modifications to the Products other than modifications made by SLB or SLB's service vendor; or (f) conditions resulting from Customer's movement of the Products; or (g) Products from which SLB's or SLB's contractor serial numbers have been removed
 - 2.11.5. Disclaimer of Warranties. Except as expressly stated herein, SLB MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT
- 2.12. Upon termination of the Agreement, Customer will delete all Documentation, SLB Confidential Information and Agora OS & App, and certify the same in writing to SLB within thirty (30) days of the date of termination.