



SLB AGORA TERMS AND CONDITIONS

By accessing or using Agora, Customer accepts these SLB Agora Services Terms and Conditions ("T/Cs") with effect from the Effective Date. The T/Cs, with a Quotation (if applicable), form an "Agreement" for the purpose of accessing or using the Agora. Any contrary, inconsistent, or additional provisions contained in Customer's purchase order or other Customer documentation is expressly rejected.

1. Definitions

- 1.1 **Acquired Data:** data that is acquired by any of the SLB Group and is related to (a) Equipment Data or (b) Oilfield Data.
- 1.2 **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.
- 1.3 **Agora:** is used to refer collectively to Agora Services, Agora OS & App, Agora Edge, Agora Cloud, and Agora Gateway as set out in the Quotation(s).
- 1.4 **Agora Account:** an account specific to a Customer allowing access to a portal allowing Customer to access Acquired Data, use, and/or monitor Agora Cloud or Agora Edge.
- 1.5 **Agora Cloud:** portions of Agora OS & App stored or executed in the cloud as set out in the Quotation. Agora Cloud will be governed by these Terms and Conditions, the SLB Online Services Terms and Conditions ("OSTC") available from <https://www.software.slb.com/schlumberger-online-services-terms-and-conditions>, and the Quotation. If there is a conflict between these Terms and Conditions and the OSTC, the OSTC will control for Agora Cloud and associated cloud services. If Agora Cloud is installed and executed in a Customer infrastructure, the Agora Services Specific terms and conditions will apply.
- 1.6 **Agora Edge:** The Agora Gateway and portions of the Agora OS & App stored or executed in the Installation Location.
- 1.7 **Agora Gateway:** SLB's gateway leased to Customer and installed at the Installation Location and other equipment, supplies, and materials used in connection with such installation as set out in the Quotation.
- 1.8 **Agora Services:** means implementation services, Technical Support Services, managed data transmission from Installation Location to cloud, data analytics, computing, and other services provided by Agora.
- 1.9 **Agora OS & App:** the middleware and other software, including but not limited to Third-Party App(s), installed in Agora Gateway as set out in the Quotation.
- 1.10 **Authorized Users:** any individual (whether an employee, agent, or contractor of Customer Group) who is authorized by any of Customer Group to use Agora.
- 1.11 **Effective Date:** the date on which Customer returns a signed Quotation to SLB either physically or electronically.
- 1.12 **Equipment Data:** means data about the performance of tools or any other instruments used in the performance of the services, sensor measurements, application logging and Agora Edge information.
- 1.13 **SLB:** the legal entity indicated in the Quotation, and its Affiliates, sometimes referred to collectively as SLB.
- 1.14 **SLB Group or Customer Group:** means the applicable Party (SLB or Customer), their respective contractors, subcontractors, consultants, agents, invitees, co-ventures, co-owners, partners, investors, joint ventures, co-lessees, co-working interest owners, lessors, parents, affiliates, subsidiaries, and each of their respective officers, directors, managers, shareholders, members, representatives, servants, consultants, agents, employees and invitees.
- 1.15 **SLB Systems:** means any equipment, online system, software, or other tool that is operated by SLB and/or any of its Affiliates and has the ability to measure, receive, acquire, sample, or otherwise obtain data from Customer and is owned and/or operated by SLB and/or any of its Affiliates or jointly with SLB and/or any of its Affiliates as set out in the Quotation(s). For clarity, SLB Systems does not include any component of Agora.
- 1.16 **Claims:** any claims (including third party claims) of any kind and character, liens, proceedings, demands, recoveries, judgments, awards, remedies, debts, liabilities, damages, losses, costs, expenses (including legal expenses) or causes of action of whatever nature including without limitation those made or enjoyed by dependents, heirs, claimants, executors, administrators, successors, survivors or assigns.
- 1.17 **Confidential Information:** non-public and proprietary information, including: Agora, Documentation, Acquired Data and information about SLB's and its Affiliates' products and services. Except as required by applicable law or regulation, Confidential Information will not include information that:
 - 1.17.1 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;
- 1.17.2 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;
- 1.17.3 was known by or in the possession of the recipient, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party pursuant to the Agreement;
- 1.17.4 was or is independently developed by recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information; or
- 1.17.5 that the parties have entered into the Agreement
- 1.18 **Customer:** The Party indicated in the Quotation, and its Affiliates, using Agora.
- 1.19 **Delivery Location:** The Customer's desired delivery location for Agora Gateway. For offshore operations, it will be the nearest land terminal for offshore departure to Installation Location.
- 1.20 **Documentation:** specifications, manuals, handbooks, maintenance libraries, and other publications or media in whatever form supplied, made available, or given access to Customer Group by the SLB Group in connection with Agora, which describe the functionality, components, and features, of Agora, including any aspect of the installation, configuration, integration, operation, or use of Agora Gateway, Agora OS & App, or Agora Cloud.
- 1.21 **Field Equipment:** operation equipment for drilling a well, servicing a well, and/or performing other operations at Installation Location, regardless of whether such equipment is owned by Customer or Third Party.
- 1.22 **Installation Location:** The site or facility identified in the Quotation where the Agora Edge will be installed and utilized by Customer and which fulfills the requirements as set out in the Quotation or, if not specified, the site or facility mutually agreed to by Customer and SLB.
- 1.23 **Interpretations, Recommendations, Well or Reservoir Descriptions:** The processing, review, and analysis of data, the making of models, workflows, estimates, descriptions, and simulations using data, and the recommending of an action or set of actions based on the foregoing.
- 1.24 **Location Contractor:** A person or entity that is not Customer or SLB that is performing one or more services at the Installation Location.
- 1.25 **Oilfield Data:** Data related to hydrocarbon production, exploration, well completion, intervention, simulation, other oilfield services, reservoir parameters, wellsite parameters, or the like.
- 1.26 **Party or Parties:** Customer and/or SLB, individually or collectively, as the context so requires.
- 1.27 **Quotation:** A proposal, purchase order, service order or any other similar agreement for Agora issued by the Parties, referencing these terms and conditions, and executed by the Parties.
- 1.28 **Security Incident:** unauthorized access to the Agora Edge.
- 1.29 **Agora Service Specific Terms:** the specific and additional terms of use applicable to a specific product or service available at <https://www.agoraiot.com/Agora/media/Agora/Agora-Service-Specific-Terms.pdf>
- 1.30 **Technical Support Services:** technical support provided by SLB to the administrators with regards to Agora Services excluding Third Party App(s), and pursuant to the related Service Level Agreement ("SLA").
- 1.31 **Third Party:** any person or entity other than a member of SLB Group or Customer Group.
- 1.32 **Third Party App(s):** Third Party commercial or precommercial software installed in or used with Agora along with any Third Party provided equipment, if any, to be used in conjunction with the Third-Party App(s) as set out in the Quotation.
- 1.33 **Third Party License Terms:** license terms associated with a Third-Party's commercial or precommercial software and license terms of open source software. The Third-Party License Terms are available upon request.

2. Structure of this Agreement

- 2.1 These T/Cs provide the contractual framework for Customer and SLB to enter into agreements from time to time for the provision of Agora specified in the Quotations.
- 2.2 Each Quotation shall, upon its execution (or acceptance by other means), constitute a separate legal agreement between Customer and SLB for the provision of the Agora specified in that Quotation and shall incorporate by reference these T/Cs to form an Agreement
- 2.3 The Agora 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 Agora Services.
- 2.4 If there are any discrepancies between the relevant Quotation and these T/Cs, these T/Cs will take precedence unless that Quotation:



- 2.4.1 expressly identifies specific section(s) of these T/Cs to be modified; and
- 2.4.2 provides the modified language limited to the specific section(s) identified.

These T/Cs do not oblige either Customer or SLB to issue or accept any Quotation or enter into any Agreement. Except to the extent provided in an Agreement SLB shall not be obliged to Agora and Customer shall not be obliged to pay SLB for use of Agora.

3. Provision of Agora

- 3.1 Subject to compliance with the Agreement, SLB will provide Agora to the Customer as specified in the applicable Quotation(s), including a limited right to use Agora Gateway, Agora Cloud, and Agora OS & App. Customer will use Agora in accordance with the Documentation and as specified in the Agreement(s). SLB reserves all rights not expressly granted in the Agreement(s).
- 3.2 Each Quotation will include the following: Term, Installation Location, Delivery Location, fees, and Agora Services, Agora OS & App, and Agora Cloud to be provided by SLB.
- 3.3 SLB will establish an Agora Account. SLB is responsible for managing the Agora Account and for controlling access to and use of Agora and Acquired Data by Authorized Users. Customer is responsible and liable for the acts and omissions of its Authorized Users, including without limitation unauthorized access to Agora Account by Third-Parties caused by Customer's or its Authorized Users' loss or disclosure of Agora Account credentials or passwords.
- 3.4 Where implementation services is provided for under the related Quotation, SLB will install Agora Gateway to provide Customer with Agora Services in accordance with Quotation(s).
- 3.5 Third-Party Apps provided to Customer are subject to the Third-Party License Terms. Customer shall comply with all Third-Party License Terms. Furthermore, any support for Third-Party Apps will be provided by the Third-Party. In addition, SLB will have no liability for any malfunction of the Third-Party Apps, and such shall be resolved between Customer and the Third-Party.
- 3.6 Customer created custom applications ("Customer's Custom Applications") can be used with Agora as provided in the relevant Quotation. The Customer is responsible to ensure that the Customer's custom applications are compatible with Agora and is solely responsible for maintenance and function of Customer's Custom Applications.
- 3.7 If SLB Systems are used to store Acquired Data, the related SLB's standard terms and conditions will govern and control the access and responsibilities of the Parties for the Acquired Data stored on such SLB Systems.

4. Obligations

4.1 SLB Obligations

- 4.1.1 SLB will provide Agora in accordance with each Agreement and applicable SLA's (if any).

4.2 Customer Obligations

- 4.2.1 All Agora Accounts and Authorized User access must be kept secure and confidential. Customer shall notify immediately SLB if any member of the Customer Group or any Authorized User of Agora becomes aware of a security breach of their login information, and Customer shall immediately request and notify SLB for deactivation of such Authorized User's account or change the Authorized User's login information.
- 4.2.2 Customer shall provide SLB with all information, assistance, and materials as reasonably required for SLB to activate and operate Agora for Customer.
- 4.2.3 Customer, having superior knowledge of each Installation Location and the conditions surrounding them, will ensure each Installation Location meets the Installation Location requirements as provided in the Quotation(s) or SLA, provide SLB with all necessary information to enable SLB to perform Agora Services safely and efficiently, and obtain all necessary consents and permissions, and facilitate the provision of the necessary data from all relevant Installation Location Contractors and any other Third-Party data to SLB, in order that SLB can provide Agora Services.
- 4.2.4 Customer shall permit access, upon notice, and provide SLB personnel, at no charge, with suitable accommodations, logistical support, all necessary power, air conditioning, and other considerations required to install, test, operate, maintain, and/or repair Agora Gateway located at an Installation Location(s), including all related transportation;
- 4.2.5 Customer shall keep Agora Gateway in its possession and not alter, modify, or make any technical adjustments or attempt to repair Agora Gateway without the prior written consent of SLB; and keep and maintain Agora Gateway in good operating condition, except normal wear and tear.



- 4.2.6 Customer shall immediately notify SLB in writing, of any loss or damage to Agora Gateway and on demand to reimburse SLB in respect thereof within thirty days of occurrence, during which time SLB will continue to charge the Fees until such payment is received;
- 4.2.7 Customer shall provide all offshore or other remote transportation from the helipad, port, or Delivery Location to Installation Location(s) for the installation, operation, testing, maintenance, repair, and removal of Agora Gateway and to obtain all necessary permits associated with such transportation; and
- 4.2.8 Customer shall use reasonable efforts to maintain appropriate safety and security systems and procedures with a view to preventing unauthorized access or damage to Agora Gateway, Agora Cloud, SLB's System, and Customer Data
- 4.2.9 Neither Customer nor any Authorized Users are authorized to, and agrees not to, and will not permit any member of the Customer Group or any Third-Party to (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying algorithms or processes from Agora OS & App, (ii) use Agora in a manner contrary to the Documentation, (iii) gain unauthorized access to restricted elements of Agora, or otherwise interfere with security-related features of Agora, including bypassing security features such as quality control features limiting the number of Authorized Users, accessing or using, or attempting to access or use, any module, feature, or function of Agora for which the applicable fee has not been paid, (iv) copy or reproduce Agora or Documentation except as expressly permitted herein, (v) modify, translate, or prepare derivative works of Agora or Documentation, (vi) use or access Agora for the purpose of designing, modifying, or otherwise creating any program, product, or service or any portion thereof that performs functions similar to the functions performed by Agora, (vii) obtain, attempt to obtain, or redistribute any data or information available through Agora by any means not intentionally made available by SLB, including by any form of automated access, scraping, or similar process, (viii) upload or otherwise disseminate viruses, software with Third-Party License Terms, or other malicious code, interfere with or disrupt any networks, equipment, or servers connected to or used to provide Agora, violate the regulations, policies, or procedures of such networks, equipment, or servers, or impersonate anyone or any entity, and/or (ix) use Agora in any way for which a fee is not paid to SLB in accordance with agreed upon pricing between Customer Group and SLB.

5. Payment Terms and Taxes

- 5.1 Customer is responsible for and agrees to pay the fees identified in the agreed to Quotation, and any applicable fees resulting from termination of the Agreement as set forth in Section 5.
- 5.2 Unless otherwise stated in the Quotation, SLB will invoice for use of Agora in advance, as committed or defined in the Quotation.
- 5.3 Unless otherwise stated in the Quotation, Customer agrees to pay all invoices within thirty (30) days of the invoice date. All payment shall be done for the full invoice value, no partial payment will be accepted. All payments should be made in United States Dollars or if another currency is indicated in the Quotation, then in such currency.
- 5.4 If Customer disputes any portion of an invoice in good faith, Customer must: (a) pay the undisputed portion of the invoice; (b) notify SLB of the basis for the dispute and the specific items disputed (along with all supporting evidence) within five (5) days and (c) provide a proposed resolution. Customer must not set off or withhold payments due on one invoice against fees payables from another invoice.
- 5.5 Unpaid invoiced amounts will begin to accrue interest thirty (30) days after payment is due. Interest will accrue at the maximum amount permitted by law, unless another rate is provided in the applicable Quotation. Customer agrees to pay all reasonable and documented costs and attorneys' fees SLB may incur in collecting any unpaid fees.
- 5.6 Fees listed do not include any local, state, provincial, federal, or national sales, use, excise, personal property, value added, import/export, digital service tax or other similar taxes or duties, which may be assessed in connection with use of Agora. Any value added tax, sales tax or any other similar taxes and duties as above-mentioned, due under any applicable laws shall be separately added to all invoices and shall be paid by customer to SLB. In the event that SLB must pay any such taxes or duties upfront, Customer agrees to reimburse SLB within thirty days after receipt of SLB's invoice. Taxes based upon SLB's income are the sole responsibility of SLB. Should a governmental body mandate the Customer withhold tax from payment to SLB, the invoiced amount payable, without regard to taxes, will be adjusted in favour of SLB such that the amount received by SLB after deduction of such withholding tax will be equal to the amount it originally invoiced to Customer without regard to taxes.
- 5.7 In relation to the provision of the Agora Gateway, SLB shall assume full and exclusive liability for the payment of all import and export charges, customs and excise duties imposed in the country of operation including clearing and brokerage charges, on equipment and materials necessary for the performance of the services. Customer shall make available to SLB all concessions enjoyed by Customer in respect of import, customs and excise duties imposed in the country of operations in respect of the Agora Gateway used in the provision of Services and carrying out the Work.
- 5.8 If as a result of any new legislation or extension/change in application of the existing law or interpretation thereof, any additional sums become payable by SLB in respect to personal, corporate taxes, custom duties, or any other duties or levies, to any authorities of country of operation or elsewhere, not enacted at the submission of the Agreement, then SLB shall be entitled to adjust its rates and prices with



Customer, in a way that SLB does not incur an additional economic burden directly attributable to the Agreement and associated with such tax change.

6. Term, Termination and Suspension

- 6.1 Each Agreement will begin on the Effective Date and will continue until the expiry of the Term, unless terminated earlier in accordance with its terms.
- 6.2 The Term will be as specified in the Quotation or, if not specified, 12 months from the date Agora Gateway is installed and made operational at the Installation Location and automatically renews annually unless Customer provides SLB 30 days written notice prior to expiration of the 12 months.
- 6.3 SLB may suspend access to any or all of Agora : (a) for any non-compliance with laws and regulations under Section 9; for any violation of SLB's proprietary rights under Section 12; (c) for a breach of confidentiality provisions in Section 14 by Customer and/or Authorized User; (d) for a breach of Customer's representations and warranties in Section 15; (e) for failure to pay any amounts invoiced by SLB, which have not been disputed by Customer in good faith and which are more than 30 days overdue; (f) upon Customer becoming subject to a change of control and (g) if in SLB's sole opinion, unsafe conditions exist or if operations or activities requested by Customer are deemed to be unsafe or illegal.
- 6.4 If the event giving rise to SLB's right to suspend under this provision is not remedied to SLB's reasonable satisfaction within 30 days of SLB having notified Customer thereof, or if such event is in SLB's opinion not capable of remedy, SLB may terminate the relevant Agreement and/or any Customer or any of Customer's Authorized Users' access to Agora.
- 6.5 In addition to the other remedies set out in an Agreement, either Party may immediately terminate an Agreement by written notice to the other Party if:
 - 6.5.1 the other Party commits a material breach of any term of the Agreement and fails to remedy the same within thirty (30) days of the date of written notice (Customer's failure to comply with its payment obligations will be deemed a material breach); or
 - 6.5.2 the other party suspends or threatens to suspend, payment of its debts;
 - 6.5.3 the other party is deemed insolvent, unable to pay its debts, or enters into any arrangement with its creditors (other than for the sole purpose of reorganization); or
 - 6.5.4 the other party files a petition for or becomes subject to an order for winding up, bankruptcy, dissolution, an administrator or receiver is appointed, or anything of similar effect in any country.
 - 6.5.5 any court or other legal order, regulation, instruction, or change in law prevents SLB from providing Agora to Customer or at the Installation Location; or
- 6.6 On expiration or termination of an Agreement for any reason:
 - 6.6.1 All Customer rights and access to the Agora will immediately terminate and the Customer Group shall immediately cease use of Agora;
 - 6.6.2 Customer will delete or return all Documentation, SLB Confidential Information, and certify the same in writing to SLB within thirty (30) days of the date of termination.
 - 6.6.3 Customer agrees to pay:
 - 6.6.3.1 for all Agora services delivered under the Agreement up to the termination date; and
 - 6.6.3.2 all decommissioning costs of dismantling and returning Agora Gateway to SLB's premises, the decommissioning costs include, but are not limited to, SLB's personnel charges, travel expenses, accommodation, subsistence, standby time, and Agora Gateway removal and transportation costs, and any fees paid by SLB for the termination of leases or other agreements entered into to allow for the performance of the Agora Services to Customer.
 - 6.6.3.3 all documented and reasonable costs, charges, and expenses incurred by reason of termination, including all costs, charges, and expenses incurred in ascertaining the whereabouts of Agora Gateway.
 - 6.6.4 Termination of a particular Quotation will not affect or change any other Quotations(s) or these Terms and Conditions, and the unaffected Quotations(s) and these Terms and Conditions will remain in force and effect until their own expiration or termination.
 - 6.6.5 If on a rental, Customer shall immediately return Agora Gateway to the SLB's premises as specified in the Quotation or, if not specified, SLB's location, site, or facility that is mutually agreed to by Customer and SLB. If Customer fails to return Agora Gateway by the fifteenth day of the month following the expiration or termination of the Term, the Term will be automatically extended for thirty-day periods (each such period and "Extension Term") until Agora Gateway is returned to SLB's premises. Any charges, Fees, and payments are subject to a price escalation at SLB's discretion, to be effective on the



first day of each Extension Term, unless as otherwise agreed by SLB and Customer. Notwithstanding the foregoing, if SLB has requested the return of the Agora Gateway in connection with any expiration or termination of the Term, in addition to any other rights or remedies available to SLB at law, in equity or under the Agreement, SLB has the right to suspend use of Agora and to repossess the Agora Gateway, and Customer shall reimburse and hold SLB harmless with respect to any such suspension or repossession.

7. Data

7.1 Customer acknowledge and agrees on behalf of itself and other members of the Customer Group that operation of and performance of Agora may require authorized access to obtain Acquired Data, and Customer Group shall obtain any approval required for SLB to obtain Acquired Data.

7.2 SLB claims no ownership rights in Oilfield Data. SLB Group provides Customer Group a non-sublicensable, world-wide, royalty free license to Equipment Data for use in conjunction with Agora.

7.3 Notwithstanding anything to the contrary herein, SLB may use any and all Acquired Data to (i) provide Agora Services to Customer and Authorized Users, and (ii) create, modify, enhance, improve and/or secure SLB's products and/or services, subject to the confidentiality obligations herein. SLB exclusively owns full rights and title in all such conceptions, creations, modifications, improvements, and security enhancements to SLB's existing and/or created products and/or services.

7.4 Unauthorized or Restricted Access

Certain data stored in Agora Cloud may be restricted to specific users; accordingly, Customer agrees not to (and shall cause other members of the Customer Group not to) access or attempt to access any data that they do not have permission to access through their authorized use of Agora. Agora may contain technological measures designed to prevent unauthorized or illegal use thereof. Customer acknowledges and agrees that SLB may use these and other lawful measures to verify the Customer Group's compliance with the terms of this Agreement and enforce SLB's rights, including all rights, title, and interest in the intellectual property, in and to Agora.

7.5 Feedback or Suggestions.

If SLB Group provides feedback about Acquired Data to Customer Group, Customer Group may use that information without obligation to SLB Group; however, SLB Group retains all right, title, and interest in any feedback or suggestions provided by SLB Group to Customer Group.

If Customer Group provides feedback to the SLB Group related to development of, improvements to, or security enhancements to SLB Group's products and/or services (including Agora), SLB Group owns all right, title, and interest to such feedback.

7.6 Should Customer data be deleted from Agora either: (i) by termination or expiration of the Agreement; or (ii) upon request by Customer, Acquired Data may persist in online storage, including, but not limited to, indexes and backup systems. SLB is allowed to retain Acquired data for use as allowed herein.

7.7 SLB may use Third-Party service providers in connection with Agora, including without limitation the use of cloud computing service providers and cloud storage providers. SLB and the Third-Party service providers may transmit, maintain, and store Acquired Data using Third-Party computers and equipment in locations around the world, including locations outside the country of operation or incorporation of Customer, and Customer hereby authorizes such transfers. Customer may request SLB to maintain and store acquired data in a specified location. SLB shall use reasonable efforts to comply with such request but is under no obligation to do so.

8. Data Privacy and Security

8.1 SLB provides Agora consistent with its Privacy Statement (<https://www.slb.com/privacy>), applicable data protection laws and the Agora security framework (<https://www.agoraiot.com/agora-platform/security>).

8.2 If there is a Security Incident, SLB may automatically suspend the Customer's Agora Account and corresponding Agora Services for as long as SLB, acting reasonably, deems necessary.

8.3 SLB will use reasonable efforts to screen the Agora OS & App and prevent it from introducing computer viruses, malware, or similar items into Customer Group's computer and network environment, and SLB will adhere to SLB's then current procedures to protect against the same. However, SLB does not warrant that Customer Group's computer and network environment will not be corrupted by a Third-Party introducing computer viruses, malware, or similar items via Agora, and SLB is not liable for any corruption of Customer Group's computer systems and network environment due to introduction of computer viruses, malware, unauthorized access, or similar items by a Third-Party via Agora.



9. Compliance with Laws.

- 9.1 Customer, Authorized Users, and SLB will comply with all laws and regulations applicable to the respective Party related to the provision and use of Agora, including but not limited to, data transmission, storage, processing, privacy, security breaches, data residency, import/export controls, and international sanctions.
- 9.1.1 Customer will not allow access to Agora; transmission of data using Agora; use of Agora, or ingestion of data into Agora by Authorized Users:
- 9.1.1.1 from Cuba, North Korea, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions/embargoes; or
 - 9.1.1.2 in a manner which would breach any countries data residency laws or regulations,
 - 9.1.1.3 by any means whatsoever.
- 9.2 Customer's or the Customer's Authorized Users' violation of applicable export or trade control regulations will result in the immediate suspension of the Customer's and the Customer's Authorized Users' rights under the Agreement. The exportation to or use in Cuba, North Korea, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions or embargoes is prohibited.
- 9.3 The use of Agora in certain countries that are subject to United States, United Nations, European Union or other similar trade sanctions, may be prohibited. Customer is responsible for complying with all applicable trade control regulations. Customer's use of Agora in violation of applicable trade control regulations will result in the automatic termination of this Agreement.

10. Compliance with Health, Safety, Security, and The Environment

- 10.1 The Parties shall conduct the operations safely with due diligence and in accordance with good oilfield practices. Prior to the commencement of the Agora Services, Customer agrees to provide SLB with Customer's safety rules and regulations that may have an impact on the services. Customer shall supply all necessary safety equipment, including all safety equipment required by applicable law, at the Installation Location.
- 10.2 SLB agrees to observe and abide by Customer's safety regulations while at the Installation Location to the extent it does not contradict SLB's safety rules. SLB shall at any time have the right to suspend/stop the Agora Services, if in SLB's sole opinion, unsafe conditions exist or if operations requested by Customer are deemed to be unsafe or may create a quality or safety incident. SLB shall comply with all instructions of Customer consistent with the provisions of the Agreement, which instructions shall, if requested by the SLB, be confirmed in writing by the Customer's designated representative. However, the Customer shall not issue any instructions which are inconsistent with enforceable safety regulations or rules, policies, procedures and standards of the SLB pertaining to the safety of the personnel and equipment (collectively referred to as the "Safety Rules") or require the SLB to exceed the rated capacities of the equipment. SLB may refuse to use any equipment supplied by the Customer if such equipment does not comply with industry standard and applicable laws. If applicable, Customer shall be responsible for providing security at the Installation Location and to and from the Installation Location for SLB Group personnel and equipment.
- 10.3 If SLB Group's personnel working offshore and/or at remote sites and/or at sites which are not in control of SLB are required to be evacuated for any reason, the responsibility and costs of evacuation of SLB Group's equipment and personnel shall be borne by Customer.
- 10.4 If any personnel provided by the SLB Group is injured or becomes ill at the Installation Location, Customer shall ensure that such personnel receive proper medical attention and shall arrange and pay for the transportation of such personnel to the nearest hospital or international airport, as appropriate.

11. Assignment

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

12. Proprietary Rights

- 12.1 All title, ownership and right in and to Agora, as well as any modifications or derivative works of Agora (even if created by Customer) remain with SLB or its licensors.
- 12.2 All right, title, and interest, including all intellectual property rights, in and to any derivative works, modifications, or enhancements to SLB's existing products and service resulting from the use of Acquired Data vest and remain with SLB and/or its licensors.



12.3 All title, ownership and rights to Third-Party App(s) provided with Agora (including any modifications and derivative works) will remain with the original creator, manufacture, or owner of the Third-Party App(s).

13. Title and Risk of the Agora Gateway

13.1 Customer shall bear all risk of loss or damage to Agora Gateway from any cause whatsoever commencing upon its delivery to the Delivery Location until the return of Agora Gateway to SLB's premises. SLB reserves all rights to charge Customer the full replacement cost of Agora Gateway from Customer plus all resulting associated expenses in the case of loss or damage of Agora Gateway until its return to SLB premises. Title of the Agora Gateway shall remain with SLB.

13.2 Customer shall not allow any liens, charges, or encumbrances or other claims ("Liens") to attach to any of Agora Gateway. If a Lien is attached to Agora Gateway, Customer will promptly release or discharge same and shall release, indemnify, defend, protect, and hold harmless SLB Group against any Losses caused thereby.

14. Confidentiality

14.1 Each Party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the term of any Agreement, and for a period of five (5) years after the termination or expiry of the last Agreement entered into pursuant to these T/C's. Each Party will use the same degree of care as it uses to protect its own confidential information, but in no event will the receiving party use less than a commercially reasonable degree of care. Further, each Party agrees (a) subject to section 14.2 below to disclose the Confidential Information only to its officers, directors, employees, contractors and Affiliates on a need-to-know basis (collectively, "Representatives") and provided such Representatives are subject to equivalent confidentiality obligations as those set out herein; and (b) not to use the disclosing Party's Confidential Information for any purpose other than to exercise its rights and/or perform its obligations under an Agreement. Each Party will be responsible for any breaches of an Agreement by its Representatives.

14.2 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:

14.2.1 promptly notify the disclosing party of the request;

14.2.2 reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;

14.2.3 inform the disclosing party of the Confidential Information provided to the third party; and

14.2.4 endeavor to maintain confidentiality of Confidential Information disclosed to the third party.

15. Representation and Warranties

15.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

15.1.1 if a legal person, the party is a validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of the party's incorporation or other organization;

15.1.2 the party has the full right, power and authority to enter into and perform the party's obligations and grant the rights, licenses, consents, and authorizations the party grants or is required to grant under these T/Cs and/or any Agreement; and

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

15.2 SLB Representations and Warranties: SLB represents and warrants to Customer that:

15.2.1 During the Term, subject to the Customer Group's adherence to the Documentation, Agora will perform substantially as described in the Documentation, and;

15.2.2 Any Implementation Services provided hereunder will be performed in a good and workmanlike manner in accordance with standard oilfield practices.

15.3 Customer Representations and Warranties. Customer represents and warrants to SLB that:

15.3.1 for any Oilfield Data, it owns or has the right: (i) to disclose such Oilfield Data; and (ii) to permit SLB to access, use, process, and transfer across international borders such Oilfield Data. Customer hereby authorizes SLB to access, use, process, and transfer across international borders such Acquired Data.

15.4 Disclaimer of Third-Party App(s) Warranties

15.4.1 Third-Party App(s) SLB does not warrant or guarantee in any way products or software that are not manufactured, created,



or owned by SLB. Customer agrees to recover from the manufacturer, creator, or owner of such Third-Party products and software for any applicable warranties. To the extent applicable with respect to a Third-Party owned products or software supplied by SLB, SLB will assist in passing through to Customer any warranty provided by such Third-Party.

- 15.5 **Limitations.** Notwithstanding the foregoing provisions of this Section 15 or anything to the contrary in these terms and conditions, Customer acknowledges and agrees that:
- 15.5.1 Agora may implement algorithms designed to provide insight, analysis, and advice, but Agora is only a tool and is not a substitute for human judgment, and any action taken, or action not taken based on any insight, analysis, or advice generated by Agora or SLB is within the sole discretion of the Customer Group or other Third-Party, and none of the SLB Group is responsible for the results of any such action or inaction;
 - 15.5.2 SLB is not responsible for the accuracy or integrity of any Acquired Data and/or data utilized by Agora or for the sensors or other equipment generating or gathering any such data; and
 - 15.5.3 All Interpretations, Recommendations, Well or Reservoir Descriptions and decisions resulting from use of Agora or any deliverables, opinions or decisions based on inferences from measurements and empirical relationships are not infallible and involve individual opinions and judgments with respect to which competent specialists may differ. In addition, Interpretations, Recommendations, and Well or Reservoir Descriptions, and decisions may involve information and data furnished by Customer the accuracy and reliability of which are not the responsibility of SLB. Therefore, SLB provides no warranty, express, implied or otherwise, for accuracy, correctness or completeness of, and Customer takes full responsibility for, all Interpretations, Recommendations, Well or Reservoir Descriptions and Decisions resulting from use of Agora or any deliverables.
 - 15.5.4 Under no circumstances should Customer treat or rely upon the use of Agora or any deliverables, including any Interpretations, Recommendations, Well or Reservoir Descriptions, as the sole basis for any decision, be it operational, technical, financial, commercial, or otherwise, relating to the wellbore, the reservoir or the field, including, but not limited to, any decision relating to well planning, drilling safety and performance, field development, well control, production optimization, contingency planning, and infrastructure and systems design and optimization, and Customer and Customer Group hereby agrees to protect, indemnify, hold harmless, and defend SLB Group of and from any Losses resulting from such decisions.
- 15.6 **Sole Remedy.** SLB's only warranty provided under the Agreement or with the use of Agora is as provided in 15.1, and SLB's sole liability for breach of said warranty and the Customer's exclusive remedy, is expressly limited to, at SLB's sole option, repair, replacement, re-performance, or providing a workaround of, or the refund of an equitable portion of the fees received by SLB for, the products or services sold to Customer, which prove to not comply with the warranty provided under this Section 15. Any Customer claim pursuant to the warranty must be made to SLB in writing immediately upon discovery of the alleged defect. All alleged defects are subject to confirmation by SLB. Any refund shall be only for the period in which Agora does not perform in accordance with the warranty.
- 15.7 **Disclaimer**
- 15.7.1 THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER SIMILAR WARRANTIES SHALL NOT APPLY AND ARE SPECIFICALLY DISCLAIMED. SLB'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.
 - 15.7.2 AGORA IS PRICED ONLY ON THE BASIS OF SERVICES TO BE PROVIDED AND DESCRIBED IN THE APPLICABLE QUOTATION, AND NOT ON THE BASIS OF: (1) THE VALUE OF ANY DATA CONTAINED IN CUSTOMER'S NETWORK OR THE VALUE OF DATA ACQUIRED BY AGORA, (2) THE PROVISION BY SLB OF ANY FORM OF GUARANTEE OR WARRANTY FOR AVAILABILITY AGAINST THIRD-PARTY INTRUSIONS, ATTACKS, FRAUD, SECURITY FAILURES, BREACHES, AND ASSOCIATED LOSSES OR DAMAGES. SLB IS NOT AN INSURER OR GUARANTOR, AND CUSTOMER IS RESPONSIBLE FOR CARRYING ITS OWN INSURANCE TO COVER ANY LOSSES RESULTING FROM ANY NETWORK SECURITY BREACH, DATA LOSS, OR OTHER FAILURE IN CONNECTION WITH AGORA, AND CUSTOMER GROUP HOLDS SLB GROUP HARMLESS FOR ANY LOSSES RESULTING FROM ANY NETWORK SECURITY BREACH, DATA LOSS, OR OTHER FAILURE IN CONNECTION WITH AGORA.
 - 15.7.3 SLB DOES NOT GUARANTEE AGORA WILL BE PROVIDED WITHOUT INTERRUPTION. SLB DOES NOT GUARANTEE RESULTS. CUSTOMER HAS FULL RESPONSIBILITY FOR ITS USE OF AGORA AND ANY DELIVERABLES PROVIDED HEREUNDER. NO WARRANTY IS GIVEN CONCERNING THE ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS NOR DOES SLB GUARANTEE THE SAFE STORAGE OR THE LENGTH OF TIME OF STORAGE OR AGAINST LOSS OF ANY SAMPLES, DIGITAL TAPES, OPTICAL LOGS OR PRINTS, ACQUIRED DATA, OR OTHER SIMILAR MATERIALS. SLB MAKES NO WARRANTY OF ANY KIND THAT AGORA WILL BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION.



15.7.4 NO WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) IS GIVEN CONCERNING THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF LOG, TEST, REALTIME DRILLING, OR OTHER ACQUIRED DATA, THE EFFECTIVENESS OF EQUIPMENT USED TO GENERATE SUCH DATA, THE RECOMMENDATIONS GIVEN BY SLB OR GENERATED BY AGORA, THE RESULTS FROM ANY MODELS OR OTHER SOFTWARE, THE USE OF ANY PRODUCTS OR SERVICES, OR ANY ACTIONS TAKEN OR NOT TAKEN BASED ON ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER. FURTHER, SLB WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY THIRD PARTIES.

16. Liability and Indemnity

16.1 Personnel

16.1.1 SLB shall be responsible for and agrees to waive, release, protect, defend, indemnify, save and hold harmless Customer Group from and against any and all Claims for personal/ bodily injury, illness, and/or death of any member of SLB Group arising directly or indirectly, out of or in connection with the performance or nonperformance of the Agreement.

16.1.2 Customer shall be responsible for and agrees to waive, release, protect, defend, indemnify, save and hold harmless SLB Group from and against any and all Claims for personal/ bodily injury, illness, and/or death of any member of Customer Group arising directly or indirectly, out of or in connection with the performance or non-performance of the Agreement.

16.2 Property

16.2.1 Except in the circumstances set out in 16.2.3, SLB shall be responsible for and agrees to defend, indemnify, protect and hold harmless Customer Group from and against any and all Claims for damage to, and/or loss or destruction of, any property of any member of the SLB Group arising directly or indirectly, out of or in connection with the performance or non-performance of the Agreement.

16.2.2 Customer shall be responsible for and agrees to defend, indemnify, protect and hold harmless SLB Group from and against any and all Claims for damage to, and/or loss or destruction of, any property of any member of the Customer Group arising directly or indirectly, out of or in connection with the performance or non-performance of the Agreement.

16.2.3 Notwithstanding 16.2.1, Customer shall be responsible for and agrees to reimburse SLB Group for all loss of, and/or damage or abnormal wear to any SLB Group property, including but not limited to, SLB Group's Agora Gateway:

16.2.3.1 Upon delivery to the Delivery Location until the return of Agora Gateway to SLB's premises

16.2.3.2 while being leased or used by or while in the custody or under the control of any member of the Customer Group or any Third Party;

16.2.4 If any of the events set out in Article 16.2.3 occurs regarding any SLB Group property including, without limitation, the Agora Gateway, Customer shall:

16.2.4.1 exert its best efforts to recover (including diving operations) lost property for SLB at Customer's sole risk and expense; and

16.2.4.2 reimburse SLB for the new replacement cost of such property if destroyed or not recovered; or

16.2.4.3 reimburse SLB for the cost of repair, handling, and transportation of such property if recovered and repairable.

16.2.4.4 promptly return to SLB damaged and/or lost property subsequently recovered, without opening or inspecting such property.

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

16.3.1 Customer's use of Agora (including any decisions, reliance on interpretations, plans or activities undertaken by Customer as a result of use of the Agora);

16.3.2 Oilfield Data;

16.3.3 to the use of Customer's Custom Applications on Agora

16.3.4 SLB's compliance with any specifications or directions provided by or on behalf of Customer;

16.3.5 any breach of Customer's obligations set out in Section 4 (Customer Obligations) and/or Section 9 (Compliance with Laws);

16.3.6 any Security Incident caused by Customer and/or any Authorized User.

16.4 Special Indemnity

16.4.1 Notwithstanding any other provision of the Agreement, to the contrary, Customer shall be responsible for and agrees to, defend, indemnify, protect and hold harmless SLB Group from and against any and all Claims brought by or on behalf of any



members of the Customer Group, or any Third Party arising directly or indirectly in connection with the performance or non-performance of the Agreement in relation to the following:

- 16.4.1.1 fire, cratering, seepage, explosion, a wild well (including expenses for killing or bringing a wild well under control), blow out; including, but not limited to: (i) damage to, or loss or destruction or replacement of, or release or escape of substances from any property, equipment, drilling rig/unit/vessel, platform, or other fixed or floating structure (in the case of services provided offshore), including oil/gas production facilities or pipelines, at or around a site (including any downtime, remediation, or recovery time) and/or (ii) the cost of re-completion and re-running of the services or replacement of any installation;
- 16.4.1.2 subsurface loss or damage, including trespass and loss of or damage to any reservoir, subsurface formation, geological formation and/or strata, production, resources, well or borehole or down-hole equipment, and/or impairment of any property right to water, oil, gas or other mineral substances;
- 16.4.1.3 any and all pollution and/or contamination of any kind and the expense of containment, control, clean-up and disposal thereof, and other damages relating thereto, including without limitation, such pollution and/or contamination emanating from the well, the well bore and/or reservoir, or otherwise originating from below the surface of the land and water, including without limitation, that resulting from any uncontrolled well conditions or fracturing services, affecting without limitation subsurface aquifers, reservoirs or any other water sources; or originating above the surface of the land or water of every kind and type;
- 16.4.1.4 any re-drilling, side-tracking or reworking costs;
- 16.4.1.5 the expenses for removal and disposal of debris;

16.5 Intellectual Property Infringement.

16.5.1 Subject to Section 16.7, SLB shall defend or, at its option, settle any action brought against Customer by a Third-Party to the extent it alleges infringement or misappropriation of any copyright, trade secret, patent, or trademark of any Third-Party by the provision of Agora hereunder, and will pay damages finally awarded by a court of competent jurisdiction against Customer for such action or included in a settlement agreed to by SLB; provided that Customer provides SLB with (i) prompt written notice of such action; (ii) control over the defense and settlement of such action; and (iii) proper and full information and assistance to settle and/or defend any such action; however, SLB will have no obligation under this section to the extent the infringement or misappropriation arises:

- 16.5.1.1 out of the use of Agora in combination with software or other products or services not owned by SLB;
- 16.5.1.2 where Agora or Agora OS & App has been specially modified or designed to meet Customer or Customer 's Group specifications;
- 16.5.1.3 out of unauthorized additions or modifications to Agora or Agora OS & App;
- 16.5.1.4 use of Agora not in accordance with the Documentation; or
- 16.5.1.5 from Third-Party App(s), Customer's Custom Applications, or other software, workflows, or hardware provide by a Third-Party that is provided through Agora or allowed to be used with Agora but is not owned and/or developed by SLB.

16.5.2 If any action is made or appears likely to be made, SLB, in its sole discretion, may:

- 16.5.2.1 procure the right for Customer or Customer Group to continue using Agora;
- 16.5.2.2 modify Agora to make it non-infringing without materially reducing its functionality; or
- 16.5.2.3 replace Agora with a non-infringing, functionally equivalent alternative.
- 16.5.2.4 If SLB determines that none of these alternatives are reasonably available, then Customer agrees to promptly discontinue use of Agora and SLB will provide a pro-rated refund of pre-paid amounts for the unused Term. The foregoing provisions of this Section provide the entire and only liability of the SLB Group, and the sole remedy of the Customer Group, with respect to any actual or alleged claim of infringement, misappropriation or violation of intellectual property rights.

16.6 Application of Indemnities.

The liabilities and indemnities each Party assumes under the Agreement shall apply without regard to the cause(s) thereof including without limitation, unseaworthiness, strict liability, product liability, ultrahazardous activity, breach of express or implied warranty, imperfection of material, defect or failure of equipment or any other condition of premises, or the sole, joint, concurrent, gross, active, or passive negligence, or breach of duty (statutory or otherwise) or other fault of any member of the SLB Group, Customer Group or Third Parties, as applicable. The terms and provisions of this Article 16 expressly apply to Claims asserted against any member of Customer Group or any member of SLB Group by reason of any agreement of indemnity with a Person not a party to the Agreement where such contractual indemnities are related to, or ancillary to, the performance of the Services contemplated and/or Customer's project and are indemnities



not uncommon in the industry.

16.7 **Limitation of Liability**

Notwithstanding anything to the contrary contained in a Quotation and except as provided under Articles 16.1.1 and 16.2.1, the total aggregate and cumulative liability of SLB Group for all claims whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or in connection with an Agreement shall be limited to the amount of fees paid by Customer in the twelve (12) months immediately preceding the claim or one million (1,000,000) dollars, whichever is lower. Customer shall indemnify, hold harmless, protect and defend SLB Group from and against any and all Losses, including Third-Party claims and attorney fees, for any amount in excess thereof.

16.8 **Consequential Damages.** Notwithstanding anything to the contrary, it is expressly agreed that Customer shall defend, indemnify, protect and hold harmless SLB Group from Customer Group's own Consequential Loss and SLB shall defend, indemnify, protect and hold harmless Customer Group from SLB Groups own Consequential Loss, For the purpose of this Article, "Consequential Loss" shall mean (i) any consequential loss and/or indirect loss under applicable laws, or (ii) any special, punitive, indirect, fines, fees and penalties, incidental or consequential damages or losses resulting from or arising, directly or indirectly, out of or in connection with the performance or non-performance of the Agreement, the Services or operations hereunder, including without limitation, loss of use, loss of data, loss of assets (including but not limited to loss of or delay in production), loss of profit, loss of business, or business interruption or downtime (including cost of rig downtime) in each case whether direct or indirect to the extent that these are not included in (i) above all without regard to the sole, joint, concurrent, contributory, gross, active or passive negligence or breach of duty (statutory or otherwise) of any Party and whether or not foreseeable at the Effective Date of the Agreement.

17. **INSURANCE**

17.1 The indemnity obligations each Party assumes under the Agreement are independent of the contractual insurance requirements set out below, and such indemnity obligations shall not be lessened or extinguished by reason of either Party's failure to obtain the required insurance coverage or by any defenses asserted by either Party's insurers.

17.2 **SLB Insurance.**

17.2.1 Throughout the duration of the Agreement, SLB shall, at SLB's expense, procure and maintain or cause to be procured and maintained insurances as detailed below:

(i) Workman's Compensation Insurance (or any other local equivalent cover) in compliance with local statutory requirements and Employer's Liability Insurance with limits of not less than one million United States dollars (USD 1,000,000.) per occurrence in respect of injury or death of one or more persons.

(ii) General Third-Party Liability Insurance, including, but not limited to, marine liabilities and contractual liability cover, with limits of liability in respect of "Third party Bodily Injury" and/or "Property Damage" of not less than one million United States dollars (USD 1,000,000.) per occurrence.

(iii) Automobile Liability Insurance which SLB is obligated to carry under all applicable statutes in the area of operations, for SLB owned vehicles.

17.2.2 Upon request and only upon the signature of the Agreement, SLB shall furnish certificates of insurance to the Customer.

17.2.3 SLB shall have the right to self-insure all or any portion of the insurance which covers loss of or damage to SLB's property or equipment

17.3 **Customer Insurance.**

17.3.1 Customer declares that it shall, for the duration of the Agreement, carry and maintain insurance policies required to cover its insurance obligations under Clause 17.2. If requested by SLB, Customer shall provide SLB with copies of insurance policies and all attachments thereto within five (5) days. SLB shall not be obliged to commence or continue performing the services as long as Customer has not provided such copies to SLB.

17.4 Customer shall be named as "additional insured" in SLB's "third party liability insurance" policies that is listed in 17.2 but only to the extent of SLB's express liabilities assumed under this article. In addition, to the extent that SLB has contractually given indemnities to Customer, SLB's insurers waive their rights of subrogation and recourse against Customer and Customer's insurers, Customer's Group where Customer has given such waiver.

18. **General Provisions**

18.1 **Governing Law and dispute resolution**

18.1.1 The validity, construction and performance of the Agreement shall be governed by and construed in accordance with the



- laws of England and Wales excluding its conflicts of laws rules. The Parties agree that any controversy or Claim arising out of or relating to a Work Order or the Agreement or any breach thereof, shall be submitted to the English Courts. The Parties may however decide that any controversy or Claim arising out of or relating to a Work Order or the Agreement or any breach thereof, shall be settled by arbitration, in which case, the Parties shall mutually agree on the conditions of such arbitration.
- 18.1.2 The Convention for the International Sales of Goods shall not apply to the Agreement. References in the Agreement to any act, law, statute, rule, or regulation shall be deemed to include references to such as the same may be amended, replaced, or re-enacted from time to time.
- 18.1.3 Company and Contractor respectively agree to comply with all applicable laws, statutes, codes, rules, and regulations, which are now or may become applicable to operations covered by the Agreement or arising out of the performance of such operations.
- 18.2 **Publicity.** Neither party shall make or permit any person to make a public announcement concerning these t/cs or any agreement without the prior written consent of the other party, except: (i) where required by law or any court or other authority of competent jurisdiction; or (ii) where SLB uses Customer's name and/or logo(s) in its marketing material to notify others and/or make public that Customer is a user of agora.
- 18.3 **Entire Agreement.** These T/C's, together with a Quotation (if applicable), constitutes the sole and entire agreement between the Parties regarding the subject matter stated herein, and supersedes all previous communications, representations, understandings, and agreements, whether oral, electronic, or written. Nothing contained in any purchase order or other document shall in any way modify these terms and conditions or add any additional terms or conditions unless specifically referencing Agreement and signed by both Parties. An Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 18.4 **Third Party Rights.** This 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 legislation.
- 18.5 **Force Majeure.** SLB will not be liable under these T/C's and/or any Agreement if SLB is prevented from or delayed in performing SLB's obligations by acts or events beyond SLB's reasonable control, including: strikes, lock-outs or other industrial disputes (whether involving the workforce of SLB or any other party); utility, network or device failure external to SLB or its cloud service providers; Security Incidents and/or third party attacks, including but not limited to distributed denial of service, directed attacks targeting SLB or in any way impacting the Online Services, etc.; acts of God, war, riot, civil commotion, pandemic, malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident, breakdown of plant or machinery; fire, flood, or storm.
- 18.6 **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.
- 18.7 **Notices.** SLB may provide Customer with information about Agora electronically, including, but not limited to, via the Agora account, email, a forum, or a web site that SLB identifies. Notice is effective as of the date made available by SLB. Notices expressly required under these T/Cs, any Quotation or Agreement will be in writing, (a) sent electronically to the other Party's email address identified in the Agora Account and accessible through the Agora 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.
- 18.8 **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 Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 18.9 **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.
- 18.10 **Survival.** The sections and/or subsections of Agreement which by their nature are intended to survive the termination or expiration of Agreement including without limitation 6 (Term, Termination and Suspension); 7 (Data), 8 (Data Privacy and Security); 9 (Compliance with Laws); 16(Assignment); 12(Proprietary Rights); 14(Confidentiality); 15 (Representations and Warranties), 16(Liability and Indemnity), 18.1 (Governing Law and dispute resolution), 18.2(Publicity), 18.3(Entire Agreement), 18.4 (Third Party Rights), 18.6(Waiver), 18.8 (Severability), 18.9(Relationship of the Parties), this section 18.10 (Survival).