

## SOFTWARE SUPPORT SITE TERMS AND CONDITIONS

Access to the Software Support site (<http://software.slb.com/support>) or any related websites is subject to these Software Support terms and conditions ("Support Terms") in conjunction with the Terms and Conditions for Software Use and Maintenance ("Software Terms"), and the Quotation to which these Support Terms and attached. Defined words not defined herein shall be as 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 at the time of access of the Software Support site.

**Software Support Content** The Software Support site contains electronic content, tools, and other services or discussion forums as well as any features or content Schlumberger may add in the future (collectively the "Support").

### Registration Information, Privacy & Personalization

Customer understands that registration may be required in order to obtain access to certain portions of the Software Support site and Schlumberger may ask that Customer's personnel provide certain identifying information including the individual's full name, Customer Name, current phone number, an e-mail address as a user ID, and a password ("Registration").

Customer agrees that its personnel will provide true, accurate, current and complete information about themselves, and will not impersonate any person or entity, or make misrepresentations of any kind. Schlumberger agrees to treat Registration information with care, in accordance Schlumberger's privacy policy outlined in these Support Terms.

Schlumberger reserves the right without notice to terminate or suspend Registrations with the Software Support site in the event that the information provided is not current or accurate, or the Customer violates the Agreement.

Customer agrees that each individual accessing the Software Support site: (i) will maintain only one active Registration with the Software Support site at all times; (ii) is not allowed access to the Support Site if assigned in an embargoed or sanctioned country; (iii) is under obligation to inform Schlumberger of any changes in their location by updating their profile with current information to ensure that they remain compliant with this obligation; and (iv) is not allowed to give anyone else their login and password for them to access the Software Support site. Suspected unauthorized access to the Software Support site should be reported immediately at [software-support@slb.com](mailto:software-support@slb.com).

### Copyright; Limited License

All Intellectual Property in the Software Support site is protected by copyright and owned by Schlumberger. Except as granted herein, Customer is granted no license or right to use any trademark displayed on the Software Support site, or reproduce any part of the Software Support site without the specific written permission of Schlumberger.

Any Software or Documentation that is made available to download from the Software Support site are the copyrighted work of Schlumberger. Use of such Software is governed by the terms and conditions of Customer's Agreement.

Elements of this Software Support site are protected by trademark and other laws and may not be copied or imitated in whole or in part.

### Confidential Information; Feedback

Any direct request to Schlumberger from Customer for Support via the Software Support site (a "Ticket"), and any proprietary datasets provided to Schlumberger through use of the secure file transfer protocol area of the Software Support site ("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 any applicable non-disclose agreement Customer has with Schlumberger.

However, Customer grants Schlumberger the free right:

- (i) to use for any purpose any guidance, comments, suggestions, queries, ideas, concepts, know-how, or techniques including recommended improvements or modifications, that are sent to Schlumberger, which shall be considered Feedback; and
- (ii) to reproduce, disclose and publish Customer's generic Ticket information and Feedback, either on the Software Support site or elsewhere in order to increase the knowledge base for resolving Support queries (i.e. generic question and answer materials); provided, however that Schlumberger will not share Customer's company name, or that of any personnel, or the details of any specific support incidents or any specific names of geological basins, fields or other reservoir data, unless Schlumberger has obtained prior permission from Customer to do so.

Any information or material sent by Customer's personnel and posted on the public portion of the Software Support site is available to all users of the Software Support site shall not be treated as Confidential Information.

### Privacy Policy

Registration information is used for the following:

- (i) login validation;
- (ii) customer care center ticket tracking;
- (iii) email subscription services (unless the individual opts out);

Automated tools may log information about each of Customer's visits to the Software Support site and this information may be processed in the aggregate to determine site performance issues, such as popular pages, most frequently downloaded forms and other site-performance characteristics and internal purposes.

### Export Control Laws; Restricted Rights Legend

No documentation from this Software Support site may be downloaded or otherwise exported or re-exported (1) into any other country to which the United States has embargoed goods; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading any documentation from this Software Support site, Customer is agreeing to the foregoing and warrants that it and its personnel using the Software Support site are not located in or under the control of a national or resident of any such country or on any such list.

### Third Party Materials and Software Support Site Links

The Software Support site 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 Software Support site, including without limitation any website whose services may be described or offered on the Software Support site.

### Forum/Chat Room - Conduct Guidelines

Customer understands that the posting of messages for illegal purposes or that transmits 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.

Neither Schlumberger, nor its Affiliates or employees, endorse or assume any responsibility for, or guarantee the accuracy, currency, completeness or usefulness of information in or of any material in any forum. Customer should exercise all discretion before relying on any information in such messages, since they may be incorrect or misleading. Customer agrees that to the extent it relies on any information posted within a Software Support site forum, it does so solely at its own risk and that neither Schlumberger nor its Affiliates are liable.

Customer is prohibited from violating or attempting to violate the security of this Software Support site, including without limitation:

- Accessing data not intend for it or logging into a server or account which it is not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- Attempting to interfere with service to any user, host or network, by any means including but not limited to, via means of submitting a virus"; or by uploading any material that contains programs which are intended to interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment;
- Sending unsolicited electronic mail or advertising to other users, including promotions or advertising of products or services.

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.

Customer agrees not engage in any activity on the Software Support site which is in breach of another party's intellectual property rights.

Customer agrees not to 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.

#### **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 authorizations, 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.

#### **Security of Data Transmissions**

Electronic communications through the Software Support site 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.

#### **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 Software Support site by improving and adding to popular elements and archiving unused material; and (ii) to advise Customer effectively in service quality meetings (by analyzing its activity Schlumberger can tell Customer how it is using the resources).

#### **Warranties and Disclaimers**

Customer assumes the entire risk of use of the Software Support site. The information provided through the Software Support site is provided "as is", "as available" and without warranty. Schlumberger assumes no responsibility for the accuracy, completeness or timeliness of the Software, information, text, graphics, links or other items contained on the Software Support site, and for any errors or omissions therein or any misuse or misinterpretation therefrom.

Schlumberger may change or update information contained on the Software Support site at any time but makes no commitment to do so. Schlumberger does not provide any guarantee against the possibility of deletion, mis-delivery, or failure to store Communications, personalized settings, or any other data, which must be stored and backed-up by Customer.

SCHLUMBERGER AND ITS AFFILIATES, AND THIRD PARTY PROVIDERS OFFER NO WARRANTIES REGARDING ANY SUPPORT THAT MAY BE PROVIDED THROUGH THE SOFTWARE SUPPORT SITE, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY,

ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Any material downloaded or otherwise obtained through the use of the Software Support site is done so at Customer's own discretion and risk and Customer is solely responsible for any damage to its computers or other electronic systems or loss of data that results from the download of any such material.

This Software Support site 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. These references do not imply that Schlumberger intends to announce or provide these products, services or program in any particular country. Schlumberger makes no representations that materials located on the Software Support site 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 Software Support site from other locations do so at their own initiative and are responsible for compliance with local laws.

#### **Limitation of Liability and Indemnification**

Customer agrees to indemnify and hold harmless Schlumberger its Affiliates and any Third Party Providers (including their respective employees, directors, officers and/or agents) harmless from any loss, costs or expense, including reasonable attorney's fees, resulting from any claim or demand made by any person 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.

Under no circumstances, even if advised of the possibility and including but not limited to negligent acts, will Schlumberger or its Affiliates, and Third Party Providers, as well as their respective employees, directors, officers and/or agents, be liable to Customer or any third party for:

(i) any damages of any kind, that result from the use of, or the inability to use, the Software Support site or any related services, or by reliance on any information or services provided by Schlumberger via the Software Support site.

(ii) any loss of profits, goodwill, use, data or other intangible losses, or any direct, indirect, special, consequential, incidental or punitive damages whatsoever including any resulting from:

- a. the timeliness, deletion, mis-delivery, or failure to store any user data, communications or personalization settings;
- b. the cost of substitute goods and services;
- c. unauthorized access to or alteration of Customer transmissions or data;
- d. statements or conduct of anyone on the Software Support website.

#### **Governing Law and Jurisdiction**

This Software Support site (excluding any linked sites) is controlled by Schlumberger from its offices in the Netherlands. These Support Terms are governed by the statutes and laws of the Netherlands, without regard to the conflicts of laws principles thereof. The parties submit to the exclusive personal jurisdiction and venue of the tribunals of the Netherlands.