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# Terms and Conditions Governing the Delivery of Technical Services from K&M Technology Group



The following are the terms and conditions under which Company performs Services (as defined below). These terms and conditions are not for the provision of data hosting or cloud-based services or for the supply of hardware.

## 1. Definitions

- 1.1 **"Affiliate"** means any entity controlling, controlled by, or under common control with the referenced Party, where "control" is defined as the ownership of more than fifty (50%) of the voting shares of such entity.
- 1.2 **"Agreement"** means the agreement between Company and Customer created by the execution of the Quotation by Customer, and made up of the Quotation, these terms and conditions, and any other terms and conditions explicitly referenced in the Quotation, as well as any subsequent amendments.
- 1.3 **"Background IP"** means all of Intellectual Property that was created, developed, or owned by Company, or to which Company had rights to, prior to any Services performed under this Agreement.
- 1.4 **"Claims"** means all claims, demands, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including properly incurred and reasonable attorneys' fees and disbursements incurred in investigating, preparing for, disputing or defending against any litigation, claim, investigation or proceeding which is commenced or threatened in relation to any Services or Deliverables or the use thereof or reliance thereon) of any kind or character.
- 1.5 **"Company"** means the Schlumberger legal entity indicated in the Quotation, sometimes referred to as 'Schlumberger' or 'K&M'.
- 1.6 **"Company Group"** means Company and its Affiliates, as well as their joint venturers and subcontractors, and the officers, directors, employees, agents, and representatives of all of the foregoing.
- 1.7 **"Confidential Information"** means any non-public information disclosed by one party to the other party that is related to the Agreement. Without limitation, Company's Confidential Information shall include the Services provided, and any equipment or other materials used by Company to perform or provide the Services, including but not limited to ideas, plans, inventions (whether patentable or not), documentation, processes, methods, tools, algorithms, designs, software, trade secrets, and workflow(s).
- 1.8 **"Country of Operations"** means the country in which the Services shall be performed.
- 1.9 **"Customer"** means the person, firm or other entity to which goods, equipment and/or Services are supplied or provided.
- 1.10 **"Customer Data"** means Customer data, including but not limited to seismic data, whether or not in printed or electronic or intangible form.
- 1.11 **"Customer Group"** means Customer, its Affiliates, other contractors, subcontractors, partners, joint venturers, co-lessees, lessors, clients and the officers, directors, employees, agents, representatives and invitees of all of the foregoing.
- 1.12 **"Deliverables"** means reports, presentations, reservoir models, processed/rendered seismic data or other documentation, and the media on which it is delivered, as identified in the Company's Quotation. For the avoidance of doubt, Deliverables does not include the workflows or underlying software, products or processes used to create such Deliverables, and Deliverables does not include the templates on which the reports or presentations are made.
- 1.13 **"Feedback"** means any and all comments, suggestions, requests, requirements, improvements, and other feedback Customer provides regarding the Services.
- 1.14 **"Foreground IP"** means any Intellectual Property developed by Company Group in the course of providing the Services.

- 1.15 **"Intellectual Property"** means all trademarks or trade names (whether common-law or registered), logos, icons, mask works, inventions, patents, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), and transferable rights under written agreements and the like.
- 1.16 **"Interpretations and Recommendations"** means the processing, review and analysis of data, the construction of models, workflows, the making of estimates, evaluations, forecasts, descriptions and simulations using data, and the recommending of an action or set of actions based on the foregoing.
- 1.17 **"No Reliance Letter"** means the template letter set out at Exhibit 1 to these Services Terms and Conditions.
- 1.18 **"Party"** means Company or Customer; "Parties" means Company and Customer.
- 1.19 **"Quotation"** refers to Company's written or electronic quotation form, proposal, engagement letter and/or statement of work that specifies the Services to be provided to Customer by Company and related information, such as written description of the Services to be performed, Deliverables, Fees, and delivery schedule.
- 1.20 **"Services"** means software installation, on-site software support, software or data consulting, Training Services, seismic data processing services or any other services provided to Customer in accordance with this Agreement.
- 1.21 **"Statements of Work"** means the details of the specific Services to be delivered to Customer and which is attached to and/or incorporated into the Quotation.
- 1.22 **"Third Party"** means any entity that is not a member of Company Group or Customer Group.
- 1.23 **"Training Services"** means training courses and tuition provided by Schlumberger.

## 2. Services

- 2.1 Company will provide Customer with the Services described in one or more Statement(s) of Work, according to the terms and conditions of the Agreement. Whilst performing the Services, Company's employees, agents and subcontractors ("Company Personnel") will abide by Schlumberger Standards and Guidelines regarding health, safety and ethical conduct. However, whilst at Customer's premises, Company Personnel shall comply with all of Customer's workplace rules and requirements provided in writing to Company.
- 2.2 If the results of the Services are to be delivered to Customer in digital format, Customer is responsible for the software and hardware required to access and use the results. If the Services are to be performed at Customer's site, Customer shall supply all software and equipment required.

## 3. Schedule and Changes

- 3.1 Company will use commercially reasonable efforts to perform the Services within the schedule provided in the Quotation (or if no schedule is provided, then as mutually agreed by the parties, but in no event sooner than within a reasonable time). However, the Parties acknowledge that the schedule is only an approximation. Company's performance may be delayed by force majeure, or acts or omissions of Customer (including but not limited to Company's inability to read Customer Data from Customer supplied media). Should a Party anticipate or become aware of such a delay, it will immediately notify the other Party and the Parties will work together in good faith to mitigate the impact of the delay. In such circumstances, Customer acknowledges Company's right to charge additional amounts and to adjust the timetable for completion for any change or addition to the original scope and specifications of Services ("Scope Change"). The Parties shall mutually agree on such additional amounts or time periods through amendment(s) to the applicable Quotation (a "Change Order"), and Company shall not be obliged to perform any changed, new or additional Services unless and until such agreement is reached.
- 3.2 Where a Scope Change affects a team of Company employees and/or contractors providing consulting ("Team"), at Company's option: the Team will remain assigned to perform the Services until a Change Order is agreed, and

shall be charged to Customer on the basis of a fee- per-week per-consultant, consistent with the rates in the Quotation; and if no such Change Order is agreed within fourteen (14) days, then Company may choose to terminate the provision of the Services.

- 3.3 In the event of a Scope Change, Customer agrees to pay for all previously unbilled costs and expenses incurred by Company (including labor and materials) prior to the Scope Change.

#### 4. Invoicing and Payment

- 4.1 Unless otherwise stated in the Quotation, payment for the Services is due within thirty (30) days from the date of Delivery, in the currency indicated on the Quotation. If no currency is indicated, U.S. Dollars will be the currency of the fees.

- 4.2 Customer agrees to pay Company in accordance with the charges, rates, fees and/or invoicing schedule specified in the relevant Quotation or, if silent, according to Company's standard commercial rates for such Services ("Fees"). In the event of a Scope Change, Company and Customer shall meet to discuss and agree to new, mutually acceptable Fees. Moreover, unless otherwise specified in the Quotation, Customer agrees to pay all reasonable expenses, incurred in performance of the Services, including but not limited to, third party services or products, travel, accommodations and other incidental expenses, at cost plus fifteen percent (15%).

- 4.3 Customer shall notify Company in writing, within five (5) days from the entry into effect of the Agreement, of all the supporting documents and pre-requisites necessary for Company to invoice Customer and for Customer to settle an invoice (e.g. name of legal entity, billing address, PO or Service Order number, pro forma invoice, etc.), and then, thereafter, Customer shall provide Company, upon Delivery of the Services, as applicable, the specific information and documents in application of the prerequisites above, failing which: (i) invoice supported by reasonable evidence of Delivery of the Service will be deemed a valid invoice, and Customer will be considered to have waived its right to reject, or to refuse to acknowledge, such valid invoice on any ground other than failure of Delivery of the Service; and (ii) the payment terms and remedies for nonpayment set forth in this Agreement will apply to any such invoice. New or varied invoice requirements will not take effect and will not become binding upon Company unless and until they are duly notified to and agreed by Company in writing.

- 4.4 If Customer in good faith does not agree with the amount of an invoice and chooses to dispute any portion of it, Customer shall promptly pay the non-disputed portion of any invoice within thirty (30) days of the date of the invoice. Customer agrees that should any portion of an invoice be disputed, Customer shall promptly pay the undisputed portion and notify Company in writing of the reasons for disputing all or part of that invoice within ten (10) days of receipt of the invoice. Payment of Fees in one invoice shall not be set off or withheld against Fees payable in connection with any other matter. Customer acknowledges that Company may, in its sole discretion, refuse to grant, or may rescind any existing grant, to Customer to request Services on credit at any time. Should any outstanding invoice remain unpaid beyond thirty (30) days of the date of invoice, Company shall be entitled to cancel or suspend the performance of the Services and/or revoke any and all discounts without incurring liability to Customer and without prejudice to any of Company's other rights.

- 4.5 The Parties shall negotiate in good faith to attempt to resolve promptly the dispute so notified within thirty (30) days, failing which either Party will have the right to resort to dispute resolution pursuant to Clause 15.

- 4.6 All amounts due under this agreement from Customer to Company must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 4.7 Company has the right to charge to Customer, and Customer shall pay, interest (including compound interest) on unpaid amounts at the higher of 1.5% per month (or part thereof), or the maximum amount permitted by applicable law, for the period from the date the amount has become payable until the date full payment has been duly received by Company. Customer shall pay all reasonable and documented costs and expenses related to the collection of unpaid amounts. Neither late interest payment nor any of the other remedies for late payment provided for in this Agreement will be considered, alone or taken together, as the exclusive remedies for failure by Customer to effect payment on time, and Company retains the right to seek any other remedy available to it by contract, in tort, by law or in equity.

- 4.8 Company may require payment in advance for tuition fees related to Training Services.

## 5. Taxes

- 5.1 Fees listed do not include any local, state, provincial, federal or national sales, use, excise, personal property, value added, import/export, or other similar taxes or duties, which may be assessed in connection with the provision of the Services, and Customer agrees to pay all such assessments. In the event Company must initially pay such assessments, Customer agrees to reimburse Company within thirty (30) days after receipt of Company's invoice. Taxes based upon Company's income shall be the sole responsibility of Company. If Customer is exempt from value added tax, Customer shall produce satisfactory documentation to Company which supports such an exemption. If Customer is unable to produce satisfactory documentation thereof, value added taxes will be shown separately on the invoice and shall be in addition to the amounts payable by Customer to Company under the Agreement.
- 5.2 Where, under the provisions of any laws, regulations or directives for the time being in force in Country of Operations, Customer is required to deduct any amount, whether as tax or howsoever called, Customer shall, subject to prior written notification to and approval from Company, deduct the specified amount or rate from any amount payable to Company. Customer undertakes to provide the original withholding tax receipts issued by the relevant tax authorities together with details of the deductions covered within thirty (30) days of collection of said receipts from the tax authorities. Customer shall endeavor to obtain such receipts as soon as possible. In the event Customer withholds tax in excess of that required by law, Customer shall promptly reimburse Company for the amounts of tax that have been incorrectly withheld. In the event of late payment to the tax authorities having jurisdiction, Customer shall be solely liable for the payment of penalties levied by the relevant tax authorities.
- 5.3 If, as a result of any future relevant fiscal legislation, regulation or law, or a change in the interpretation of existing fiscal legislation, regulation or law, occurring after the contract award date (collectively, "Change in Tax Law"), Company suffers an additional tax burden not included in its pricing under the Agreement, Company shall be entitled to revise its Fees to reflect the impact of such Change in Tax Law.

## 6. Default

### 6.1 Customer Default

- 6.1.1 Customer shall be in default upon any failure to meet its payment obligations. Customer shall have thirty (30) days to cure such default after notice by Company. However, Company has the right to charge Customer interest, as set forth in Section 4.4, above, on any overdue payments. Company's right to require interest shall not foreclose Company from any other remedy provided by the Agreement or applicable law.
- 6.1.2 Customer shall be in default if it fails to perform any material obligation under, or for any material breach of, the Agreement. In the event of such breach, Company may, at its option, suspend the provision of any Services to Customer or, upon written notice to Customer and in accordance with Section 7 below, terminate this Agreement.
- 6.1.3 Customer shall be in default if it or its assets become the subject of a voluntary or involuntary proceeding under applicable bankruptcy or debtor-relief laws, if Customer assigns all or substantially all of its assets for the benefit of creditors, or if Customer has a receiver appointed by a court of competent jurisdiction.

### 6.2 Company Default

- 6.2.1 Company shall be in default if it or its assets shall become the subject of a voluntary or involuntary proceeding under applicable bankruptcy or debtor-relief laws, if Company assigns all or substantially all of its assets for the benefit of creditors, or if Company has a receiver appointed by a court of competent jurisdiction.
- 6.2.2 Should Company default under this Agreement, Customer shall give Company thirty (30) days written notice to enable Company to cure such default. If Company fails to cure such default within

said thirty (30) day period, Customer shall have the right to pursue all available remedies at law or equity except as limited in this Agreement. Any action brought against Company under this Agreement must be brought within twenty-four (24) months after the cause of action arises.

## 7. Termination

- 7.1 **Early Termination.** Except in the event of a default by Company that is not remedied in accordance with Section 6.2, the Parties agree that the Services cannot be cancelled or terminated without payment to Company of an early termination fee. The Parties acknowledge that because of the difficulty and impracticality of determining the actual damages resulting from the early termination of this Agreement, Customer shall be charged an early termination fee of: (i) no less than twenty-five percent (25%) of the Fees; (ii) all costs, expenses and fees incurred by Company prior to receipt of written notice of early termination (including but not limited to labor and materials, any decommissioning costs, subsistence, standby time and Company equipment removal and transportation costs, as well as any termination fees paid by Company for the termination of leases or other agreements for the performance of the Services); and (iii) where Customer has ordered Training Services and if notice of cancellation is received by Company less than 15 days prior to the course start date, the course tuition fees.
- 7.2 Where Company has substantially completed the Services (for example, where a majority of the Deliverables have been delivered), the Parties agree that the total Fees will be payable notwithstanding any early termination notice issued by the Customer.
- 7.3 **Termination in Event of Default.** Upon the occurrence of a default as set forth in Section 6 above, a Party may terminate the Agreement for cause upon giving the defaulting Party written notice of default and a period of thirty (30) days to remedy such default. In the event of termination of the Agreement due to Customer's Default, Customer shall pay Company amounts due for the Services performed up to the date of termination and the early termination fee set out in Section 7.1 or 7.2 above. In the event of termination of the Agreement for Company's Default, Customer shall pay Company amounts due for the Services performed up to the date of termination.
- 7.4 **Legal sanctions.** If Customer is or becomes subject to legal sanctions, Schlumberger shall be entitled to suspend the Services and/or terminate the Agreement.

## 8. Intellectual Property Ownership and Confidentiality

- 8.1 **Intellectual Property Ownership.** The Confidential Information of each Party is the proprietary information of that Party. Background IP and Foreground IP are Company's exclusive property and Company will utilize them in providing services for its other customers.
- 8.2 Subject to clause 8.4, where the Deliverables comprise reports and/or models generated using Customer Data, upon full payment of applicable fees copyright ownership in such Deliverables shall vest with the Customer. Company grants no title or license or right to Customer to use the Intellectual Property of Company except as necessary for Customer to use the Deliverables. Except where expressly and specifically indicated and agreed by Company in writing in a separate development agreement executed by the Parties, and in exchange for appropriate payment, Company shall not develop any other Intellectual Property to be owned by Customer.
- 8.3 Without written permission from Company, Customer may not copy, duplicate, record, redistribute, sell, store in a retrieval system, or perform any of the Company materials and/or presentations used or provided during Training Services.
- 8.4 To the extent permitted by applicable law, Customer shall not provide any Deliverables or other output from the Services to any third party in connection with raising finance or procuring investment (other than pursuant to an equity capital raising on a public market) without the No Reliance Letter first being completed and signed by third party and provided to Company.
- 8.5 **Confidential Information.** Any Confidential Information provided to Company by Customer shall not be treated as confidential by Company unless marked as such and committed to writing if originally disclosed orally. Without the express written consent of Company, Customer will not provide Company with any Intellectual Property in

any of the information it provides to Company.

- 8.6 The Parties agree to use all reasonable safeguards to protect the other Party's Confidential Information in the same way as the receiving Party protects its own Confidential Information of similar importance, but in no event less than industry standard.
- 8.7 Each Party will disclose the Confidential Information of the other Party only to its employees on a need-to-know basis and, except as is necessary to provide or use any Services, not to any third party without the prior written consent of the disclosing Party. If this Agreement is cancelled or terminated, the receiving Party agrees to immediately return or destroy, at the disclosing Party's direction, all of the other Party's Confidential Information.
- 8.8 Unless Customer expressly requests otherwise in writing, Company may at its sole discretion retain for any period of time copies of Customer's Confidential Information and/or Customer Data supplied to Company in connection with the Services, but Company will be under no obligation to retain such material.
- 8.9 The confidentiality obligations contained in this Agreement do not apply to Confidential Information which is:
  - 8.9.1 rightfully in a Party's possession prior to the time it is received from the other Party;
  - 8.9.2 publicly known without fault of the receiving Party before or after disclosure to it;
  - 8.9.3 provided to a Party by a third party who has an authorized and unrestricted right to disclose it;
  - 8.9.4 independently developed by the receiving Party without breach of this Agreement or reference to the information provided by the disclosing Party; or
  - 8.9.5 disclosed as required by law following prior written notice to the other Party.
- 8.10 Feedback. Customer agrees that Company, in its sole discretion, may incorporate as its own and use any Feedback. Feedback is the Confidential Information of Company and, to the extent it contains any, Customer hereby assigns to Company all rights, title and interest in any Feedback and agrees to execute all documents necessary to carry out such assignment.

**9. Customer Data**

- 9.1 When required by Company in order to provide the Services, Customer shall deliver Customer Data, at its expense, to the location identified by Customer in the Quotation, or otherwise specified in writing.
- 9.2 CUSTOMER SHALL ONLY PROVIDE COMPANY WITH COPIES OF CUSTOMER DATA AND AGREES THAT CUSTOMER SHALL RETAIN ALL ORIGINALS AND/OR BACKUP COPIES OF ANY CUSTOMER DATA PROVIDED TO COMPANY. RISK OF LOSS OF CUSTOMER DATA IS CUSTOMER'S WHILE:
  - (i) IN THE POSSESSION OF CUSTOMER OR (ii) IN THE HANDS OF A COMMON CARRIER WHEN THE CUSTOMER DATA IS BEING DELIVERED TO OR FROM COMPANY'S LOCATION. COMPANY'S LIABILITY FOR LOSS OF ALL OR PART OF CUSTOMER DATA IS LIMITED TO THE LESSER OF THE COST OF RELOADING THE LATEST AVAILABLE COPY OF CUSTOMER DATA FROM CUSTOMER'S BACKUP COPY OR THE AGGREGATE FEES PAID BY CUSTOMER FOR THE SERVICES. IN NO EVENT SHALL COMPANY GROUP BE LIABLE TO REACCOMPLISH CUSTOMER DATA. FOR PURPOSES OF THIS AGREEMENT, "RE-ACCOMPLISH" INCLUDES OBTAINING DATA BY MEANS OF REDRILLING OR RE-LOGGING A WELL, OR RESHOOTING A SEISMIC LINE OR SURVEY.
- 9.3 Subject to the confidentiality obligations herein, Customer permits Company to use Customer Data for internal and training purposes including using such data internally to improve its products and services and to refine its computer models.
- 9.4 With respect to seismic data in particular, Customer hereby grants Company a license to, and acknowledges that, Company may reproduce and present any data embodied in the seismic data for the purposes of explaining

seismic data acquisition and/or interpretation techniques and may take the form of a brochure, poster, paper, abstract, or presentation. Company shall remove any Customer sensitive information from any such data (such as direct references to Customer, its partners or co-venturers, its field names, its well names or locations).

- 9.5 With respect to seismic data processing services, Customer acknowledges that, if seismic data is provided to Company with a no-permit mask, Company is required to apply the mask to the any Deliverables containing seismic data before delivery.

**10. Patent and Copyright Indemnity**

- 10.1 Company shall defend, release, indemnify and hold harmless Customer from and against any and all costs and damages finally awarded to a third party by a court of competent jurisdiction arising out of or in connection with a claim of infringement, by Company, of Intellectual Property granted or registered, at the effective date of this Agreement, to the claiming third party in any jurisdiction which is a signatory to the Berne Convention for the Protection of Literary and Artistic Works, where the basis of the infringement claim lies in the use of the Services or Deliverables by Customer.

- 10.2 Company's indemnity above is conditional upon: (i) Customer having used the relevant Services in accordance with their intended purpose as specified in the Statements of Work with respect to the Services; (ii) Customer giving prompt notice to Company of any demand, claim, action or notification of actual or threatened action for infringement; (iii) Customer not making any declaration, arrangement or admission in respect of the infringement claim; and (iv) Customer taking all necessary actions to enable Company to conduct, on Customer's behalf, at Company's costs and expenses, any litigation, settlement or negotiations related to the third-party claims raised.

- 10.3 Company will have no liability or obligation to Customer under this section for any patent or copyright or other Intellectual Property infringement claim if the following facts underlie the claim and are materially true:

- 10.3.1 Company has complied with Customer's specifications, where such specifications require Company to modify the Services; or

- 10.3.2 the Services were combined with other software, products or services not furnished or approved in writing by Company; or

- 10.3.3 an addition to or modification of the Services was not authorized by Company.

- 10.4 Customer shall defend, release, indemnify, and hold harmless Company from and against any and all demands, claims, actions, causes of action, proceedings, judgements, liabilities, damages, losses, costs, and expenses arising out of or in connection with any third-party claim of infringement of any Intellectual Proprietary where facts in the claim are as in (10.3.1), (10.3.2), or (10.3.3), above.

- 10.5 If the Services become, or in Company's opinion are likely to become, the subject of a claim of infringement or the like under applicable patent or copyright laws, Company will have the right to request, and Customer will permit Company upon such request to do, at Company's sole option and discretion, one of the following:

- 10.5.1 procure for Customer the right to continue using the Services; or

- 10.5.2 replace or modify the Services so that they become non-infringing (provided the same level of functionality is maintained); or

- 10.5.3 refund to the Customer any Fees paid for the Services.

- 10.6 Company's satisfaction of its obligations under this Section 10 constitutes Customer's exclusive remedy and Company's entire liability for patent, copyright, trademark, and other intellectual property infringement.

**11. Limited Warranty**

- 11.1 The Services shall be performed in a professionally competent and workmanlike manner. Company will deliver the Services and any Deliverables substantially in accordance with the Quotation. Provided Company receives



all payments for the Services, Company will correct any errors or omissions made by Company regarding the Services that are brought to its attention within three (3) months after the Services are completed or, at Company's option, refund the Customer for the Services which were delivered in breach of this warranty.

11.2 Each Party warrants and represents that it owns or has the right to disclose any Confidential Information disclosed to the other Party. Customer warrants and represents that for any Customer Data provided to Company, it owns or has the right: (i) to disclose such Customer Data; and (ii) to permit Company to access, use, process, and, if necessary or expedient to provide the Services, transfer across international borders, such Customer Data.

11.3 Customer shall not analyze, reverse engineer, decode, decompile, or disassemble software, products, equipment or other property included as part of the Deliverables, to determine their formulas, ingredients, source code or components.

11.4 EXCEPT FOR THE FOREGOING WARRANTY, BOTH PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OR USE OF THE SERVICES OR ANY DELIVERABLES HEREUNDER.

11.5 THEREFORE, FOR THE AVOIDANCE OF DOUBT, COMPANY PROVIDES NO WARRANTY FOR ACCURACY, CORRECTNESS OR COMPLETENESS OF, AND CUSTOMER TAKES FULL RESPONSIBILITY FOR, ALL INTERPRETATIONS, RECOMMENDATIONS AND/OR WELL OR RESERVOIR DESCRIPTIONS AND DECISIONS RESULTING FROM USE OF THE SERVICES OR ANY DELIVERABLES; AND CUSTOMER ACKNOWLEDGES THAT:

11.5.1 COMPANY DOES NOT WARRANT THAT ANY INTERPRETATIONS, RECOMMENDATIONS AND/OR WELL OR RESERVOIR DESCRIPTIONS AND/OR DECISIONS RESULTING FROM USE OF THE SERVICES OR ANY DELIVERABLES COMPLY WITH ANY GOVERNMENTAL REQUEST OR REGULATORY REQUIREMENT;

11.5.2 COMPANY DOES NOT WARRANT THE ACCURACY OF INFORMATION TRANSMITTED BY ELECTRONIC PROCESSES AND AGREES THAT COMPANY GROUP SHALL NOT BE LIABLE FOR ANY CLAIMS RESULTING FROM BREACH OF THE INTEGRITY OF ANY INFORMATION IN ANY FORM, INCLUDING ANY ACCIDENTAL OR INTENTIONAL INTERCEPTION OF SUCH INFORMATION BY OTHERS;

11.5.3 ALL INTERPRETATIONS, RECOMMENDATIONS AND/OR WELL OR RESERVOIR DESCRIPTIONS AND DECISIONS RESULTING FROM USE OF THE SERVICES OR ANY DELIVERABLES ARE OPINIONS AND DECISIONS BASED ON INFERENCES FROM MEASUREMENTS AND EMPIRICAL RELATIONSHIPS WHICH ARE NOT INFALLIBLE AND INVOLVE INDIVIDUAL OPINIONS AND JUDGMENTS WITH RESPECT TO WHICH COMPETENT SPECIALISTS MAY DIFFER;

11.5.4 INTERPRETATIONS, RECOMMENDATIONS AND/OR 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 COMPANY; UNDER NO CIRCUMSTANCES SHOULD CUSTOMER TREAT OR RELY UPON THE USE OF THE SERVICES OR ANY DELIVERABLES 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.

**12. Limitations on Liabilities and Remedies**

12.1 Notwithstanding anything to the contrary stated or implied in this Agreement, and to the fullest extent permitted by applicable law, Company's aggregate liability under this Agreement for all obligations and causes of action combined, is limited to, and Customer may recover (in tort, under common law or in equity) from Company only damages up to, the Fees Customer has paid over the period of twelve months preceding the breach or event that

constitutes the basis of the claim for the relevant Services which caused the damages ("Limits of Liability").

- 12.2 Notwithstanding anything to the contrary stated or implied in this Agreement, and to the fullest extent permitted by applicable law, Customer agrees that neither Customer nor any third party may recover any special, punitive, incidental, indirect or consequential damages, and any damages whether direct, indirect, or otherwise arising as a result of or in connection with:
- 12.2.1 loss of use of the Deliverables;
  - 12.2.2 loss of data (except as stated in Section 9.2);
  - 12.2.3 loss of revenue, profit, anticipated profit or loss of business;
  - 12.2.4 loss of investment; loss of rig time;
  - 12.2.5 cost of substitute Services or Deliverables; or
  - 12.2.6 claims attributed to the use of Services or Deliverables not in accordance with Company's published standards or specifications; whether arising out of or in connection with the use of the Services or any Deliverables (and anything produced therefrom), regardless of the form of action upon which a Claim for such damages may be based, whether in contract, tort (including negligence or breach of statutory duty), strict product liability or any other legal or equitable theory.
- 12.3 These Limits of Liability apply even if they do not fully compensate Customer and regardless of whether Company knew or should have known about the possibility of such damages and/or if any limited remedy fails in its essential purpose.
- 12.4 Customer shall defend, indemnify, and hold harmless Company and its affiliates and each of such persons' respective directors, officers, agents and employees from and against any and all Claims: (i) above Company's Limits of Liability; (ii) resulting from any Customer breach of the Export Regulations section below or the representations and warranties it provides in respect of Customer Data under section 11.2; and (iii) by any Third Party that may arise where Customer has required that seismic data is provided to or from Customer without a mask; or (iv) in connection with or that may arise from or out of any third party's actual or alleged reliance on, or receipt of, the Deliverables or any other output from the Services, including any Claims by the Company in establishing its right to be indemnified under this section 12.4.
- 12.5 Each Party ("Indemnifying Party") shall assume all liability for and shall release, protect, defend, indemnify and hold harmless the other Party and its associated group ("Indemnified Party") from and against any and all Claims arising out of the Services in respect of personal injury to or death of, any member of Indemnifying Party or its associated group, or loss of or damage to the property of any member of Indemnifying Party or its associated group, howsoever arising, and whether or not caused or contributed to by the negligence or breach of duty on behalf of Indemnified Party or its associated group. Subject to the foregoing sentence in this Section, Customer shall assume all liability for and shall release, protect, defend, indemnify and hold harmless Company Group from and against any and all Third-Party Claims arising out of the Services, unless such Claims arise out of Company's willful misconduct.
- 12.6 THE LIMITS OF LIABILITY AND INDEMNITIES IN THIS SECTION AND THE REST OF THE AGREEMENT SHALL APPLY TO ANY LOSS, DAMAGE, EXPENSE, INJURY, ILLNESS, DEATH OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER, WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, UNSEAWORTHINESS, STRICT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "RUIN" OR OTHER CONDITION OF PREMISES, INCLUDING ANY CONDITIONS THAT PREEXIST THE EXECUTION OF THIS AGREEMENT, OR THE SOLE, JOINT, CONCURRENT OR GROSS, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF THE PARTY OR GROUP BEING INDEMNIFIED.

### 13. Force Majeure

- 13.1 Neither Party shall be responsible for delays or failures in performance resulting from events or circumstances

beyond the control of such Party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental acts or regulations, fires, communication line failures (including but not limited to unavailability of the internet), power failures, and earthquakes.

**14. Governing Law**

- 14.1 If Customer uses the Services partially or wholly in the United States of America, the laws of the State of Texas shall apply, regardless of its conflicts of law principles. If the Customer uses the Services wholly outside of the United States of America and in another country, the laws of England shall apply, regardless of its conflicts of law principles.
- 14.2 The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply to this Contract. There are no directly enforceable third-party rights under the Contracts Act 1999 (Rights of Third Parties), except as expressly provided for in this Agreement.

**15. Dispute Resolution**

- 15.1 The Parties shall exclusively and finally resolve any controversy or Claim arising out of or related to this Agreement ("Dispute") using direct negotiations and either litigation or arbitration as set out in this Section 15.
- 15.2 If a Dispute arises, a Party shall notify the other Party in writing of the nature and associated value of the Dispute. The Dispute shall be settled by good faith business discussions between the Parties. If the Dispute cannot be settled by direct negotiations within thirty (30) days from the date the notice was sent, either Party may initiate litigation or arbitration in accordance with Sections 15.3 and 15.4 below.
- 15.3 Where Customer uses the Services partially or wholly in the United States of America, the Parties agree that venue shall be proper only in the state or federal courts in Harris County, Texas.
- 15.4 Where Customer uses the Services in any country other than the United States of America, any Dispute shall be settled by final, binding arbitration to be held in the English language at a mutually agreeable location in accordance with the commercial arbitration Rules of the International Centre for Dispute Resolution. Any judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereover. Any award rendered by the Arbitrator(s) may include costs against either Party, but under no circumstances are the Arbitrator(s) authorized to award special, punitive or multiple damages against either Party.

**16. Assignment**

- 16.1 No rights or obligations under the Agreement with Customer shall be assigned by either Company or Customer and any purported assignment shall be void, except as follows in 16.2 and 16.3 below.
- 16.2 In the event of a merger, corporate reorganization, or sale of all or substantially all of its assets relating to the business to which the Agreement pertains, Company shall not assign its rights and obligations under the Agreement to its successor in interest without express written consent from Company.
- 16.3 Company may freely assign its rights and obligations under the Agreement to any Schlumberger affiliated company.

**17. Subcontracting**

- 17.1 Company may freely sub-contract any part of the Services to its selected subcontractors. Company may at any time obtain the assistance of its affiliated companies in the performance of the Services.

**18. Independent Contractor**

- 18.1 Company is an independent contractor and is not an employee, agent, partner or joint venturer of Customer. Customer shall determine the work to be done by Company, but Company shall determine the means by which

it accomplishes the work specified by Customer.

## 19. Publicity and Public Disclosures

19.1 Customer acknowledges and agrees that Company is providing Services and creating Deliverables under this Agreement for use within Customer's business only. Customer shall not, without obtaining Company's prior written approval, use any Company or Schlumberger trade names, trademarks, service marks, company names or other trade designations in any Customer press releases, advertising literature, or corporate information disclosures (including without limitation financial reports and government regulated information disclosures). Unless required by applicable laws, rules or regulations, no Party will issue, publish or permit any agent or affiliate to issue, any press releases or otherwise publicize or cause any agent or affiliate to make any public statements, or otherwise publicize any information with respect to i) the content of this Agreement, ii) the work contemplated to be performed under this Agreement, and/or iii) any transactions or occurrences arising as a result of performance under this Agreement, without the prior written approval of the other Party. Furthermore, the Parties agree to confer with each other prior to any publication of any such information and set forth such agreement in a separate writing.

## 20. Employee Solicitation

20.1 Except with the written consent of Company, Customer will not solicit the employment of any Company employee until not less than one (1) year has elapsed from the receipt of the final invoice for the Services.

## 21. Export Regulations

21.1 The use and delivery of the Services, Deliverables (or any other output from the Services) in Cuba, North Korea, North Sudan, Syria, Iran or other countries that are subject to United States, United Nations, European Union or other similar trade sanctions/embargoes, is prohibited. The transfer of Customer Data across jurisdictions may be prohibited. Customer is responsible for complying with all applicable trade control and data residency regulations. Customer's use of the Services or Deliverables in violation of applicable trade control or data residency regulations will result in the automatic termination of this Agreement.

## 22. Notices

22.1 All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid), email or by hand delivery to the address of the receiving Party set out in the signature page in this Agreement or in the Quotation, as appropriate. If notice is given by email, the email must clearly and prominently state that it is an effective notice given under this Agreement.

## 23. Waiver

23.1 The waiver of, or failure to require, the performance of any covenant or obligation contained herein shall not be deemed to constitute a waiver of a similar later breach.

## 24. Amendment

24.1 No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of the Parties.

## 25. Severability

25.1 Each provision of this Agreement is severable, and if any provision is determined to be invalid, unenforceable, or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality does not impair the operation of or affect those portions of the Agreement that are valid, enforceable and legal.

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## 26. Survival

- 26.1 Despite completion of the Services or termination of this Agreement, all provisions in this Agreement containing representations, warranties, releases, indemnities, and all provisions relating to tax, customs, invoices, confidentiality, insurance, limitations of liability, ownership or use or return of Customer Data, dispute resolution and governing law shall survive indefinitely until, by their respective terms, they are no longer operative or are limited by an applicable statute of limitations.

## 27. Entire Agreement

- 27.1 Company's acceptance of Customer's order will form an agreement subject only to the Quotation, the terms and conditions herein, any supplemental terms and conditions on a Customer order are expressly conditional on Company's written acceptance. This Agreement supersedes any previous or contemporaneous communications, representations, or agreements by either Company or Customer, whether verbal or written, including any terms and conditions on Customer's order relating to the Services. Customer has not relied upon any representations, oral or written, except as are made in this Agreement



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