

**Prime Pakistan Limited**

5th Floor, The Forum, G-20 Block-9,
Khayaban-e-Jami, Clifton,
Karachi-75600, Pakistan.
PABX : (92-21) 35879951
FAX : (92-21) 35838394-5

LETTER OF AWARD

Contract Description:	Maintenance & Support Services for SLB Software Applications		
Contractor Name:	Schlumberger Seaco Inc.	SAP Code:	430651
Contractor Address:	Plot 267-268 Industrial Area Sector I-9/3, Islamabad, Pakistan.		
Contractor Incorporation:	Panama	Contract Type:	Services
Contractor Representative:	Ms. Duria Sharif		
Contact Number:	+92-304-7779568	Email:	DSarif@slb.com
Contract Holder:	ICT Manager		
Company Representative:	Mr. Salman Siddiqui		
Contact Number:	+92-333-4900380	Email:	Salman.Siddiqui@prime-pakistan.com
Contract Start Date:	01-Jan-2024	End Date:	31-Dec-2026
Commencement Date:	As per First COFF	Opt. Ext:	1+1+1 Years
C&P Buyer Name:	Furqan Ullah Khan	Email:	Furqan.UllahKhan@prime-pakistan.com

The attachments to the Letter of Award include the following; however the CONTRACT documents and priority are as per Article-3 of the General Terms & Conditions:

- Appendix-A Compensation Schedule
- General Terms & Conditions
- Appendix-B SLB T&Cs (IX + ECLIPSE (ODRS))
- Appendix-D Scope of Work & Technical Specifications

Save as specifically provided for herein, all terms and conditions of the CONTRACT shall remain the same in full force and effect and shall be known as the CONTRACT.

In witness whereof, the PARTIES have signed this CONTRACT-5000030112 on the dates stated below:

For and behalf of COMPANY		For and behalf of CONTRACTOR	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

Appendix-A - Compensation Schedule

Sr. No.	Description	Annual Rate 2024 (USD)	Annual Rate 2025 (USD)	Annual Rate 2026 (USD)
1	Petrel Modules	407,667	407,667	407,667
2	Techlog Modules	24,679	24,679	24,679
3	Sensia (OFM & Avocet)	30,164	30,164	30,164
4	IX + ECLIPSE (ODRS)	39,490	39,490	39,490

Notes:

- The above-mentioned rates are exclusive of SST / GST.
- The COMPANY may issue the Request for Quotation (RFQ) for similar category items (including items specifications and quantities) to the CONTRACTOR to furnish formal Quotation.
- The COMPANY may finally issue the COFF based on the exact items and respective quantities as requested in the RFQ.
- The CONTRACT relates to SERVICES only, while GOODS & WORKS and their relevant clauses would not be applicable to this CONTRACT.
- CONSEQUENTIAL LOSS means any indirect, special or significant losses and/or loss of production, loss of profit or anticipated profit, loss of revenue or anticipated revenue, business interruption, loss of use of facilities, loss of contract or other business opportunity, arising from and related to the performance of the CONTRACT.
- The Governing Law would be the laws of England & Wales.
- The Place of Arbitration would be UK as per International Chamber of Commerce (ICC) Rules.
- No Liquidated Damages would be applicable to this CONTRACT.
- Guarantees, Variation Order, Guidelines and Sub-Contracting would not be applicable to this CONTRACT.
- Against Article 43.2, the liabilities are capped at a maximum of USD 0.5M.
- Against Article 43.3, COMPANY shall be liable for and shall release, protect, defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS in excess of the above-mentioned CONTRACTOR's liability caps.
- Any assignment of the CONTRACT shall be made after formal written consent of both the PARTIES.
- In the event of termination of this CONTRACT, the COMPANY may require the assignment of subcontracts to COMPANY, subject to CONTRACTOR's approval.
- The Title of GOODS shall be transferred to the COMPANY once the relevant Payment is processed by the COMPANY.
- The Defects Liability period of maximum 12 months shall be applicable against the SERVICES with a cut-off limit capped at a maximum period of 18 months.
- The CONTRACTOR shall furnish the Insurance Certificates within Thirty (30) days of the signature of the CONTRACT or before the commencement of relevant operations (or the date of amendment of any policy), whichever is earlier.
- No transfer of proprietary ownership and/or intellectual property under this CONTRACT shall be allowed other than the reasonable, non-exclusive, non-transferable right to use of Intellectual Property for the strict purpose necessary within the Scope of Work. Any Intellectual Property that are made, discovered, or developed shall be owned by the PARTY who made, discovered, or developed such Intellectual Property.
- Subject to Article 46, CONTRACTOR shall have no liability to COMPANY for loss, destruction or damage to COMPANY PROVIDED DATA (including, without limitation, COMPANY PROVIDED DATA that are in the possession of COMPANY or any shipper, transporter, courier, delivery service or other designated third party, or that is recorded on defective or inadequate tapes or other media supplied or requested by COMPANY). In



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the event of loss, destruction or damage to any COMPANY PROVIDED DATA in CONTRACTOR's possession, CONTRACTOR's sole liability shall be the cost of copying such COMPANY PROVIDED DATA from duplicate copies retained by COMPANY.

19. Notwithstanding the above-mentioned, COMPANY shall provide CONTRACTOR with a copy of COMPANY PROVIDED DATA. The COMPANY grants CONTRACTOR the right to keep any recorded or confidential data at any location in the world and the access to the software and/or data. However, COMPANY is advised to make backup copies of any such COMPANY's data. CONTRACTOR is not liable for any loss of or damage to all or part of such COMPANY's data.
20. Any interpretation of logs (whether made directly from optical logs or by data processing or otherwise) or interpretation of tests or other data, and any recommendation or reservoir description based upon such interpretations are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ. Accordingly, CONTRACTOR cannot and does not warrant the accuracy, correctness or completeness of any such interpretation, recommendation or reservoir description which should not, therefore, under any circumstances be relied upon as the sole or main basis for any drilling, completion, well treatment, production or financial decision or any procedure involving any risk to the safety of any drilling venture, drilling rig or its crew or any other individual. COMPANY has full responsibility for all such decisions and for all decisions concerning other decisions relating to the drilling or production operation.
21. CONTRACTOR agrees to retain all pertinent books and records including but not limited to payroll, accounting and payment records, invoices, time reports and travel/entertainment expense reports relating to the CONTRACT for a Two (2) year period or any other longer period as may be requested under APPLICABLE LAW.
22. For the purposes of Article-63, the "Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government, provided that the laws or regulations of such other applicable competent authority or government do not conflict with those of the United Nations, European Union, United Kingdom, United States of America and "Sanctioned Party" means any persons, entities, beneficiaries, or bodies designated by a Sanctioning Authority. COMPANY represents, warrants and covenants that at the date of this CONTRACT and throughout its duration COMPANY, its management, shareholders, parent companies, and beneficiaries are not a Sanctioned Party, where such designation would prevent CONTRACTOR from performing under the CONTRACT under APPLICABLE LAWS or regulations of the Sanctioning Authorities. If at any time COMPANY is in breach of this Article, then CONTRACTOR is excused from performance under the CONTRACT without liability and CONTRACTOR may terminate the CONTRACT and COMPANY shall indemnify and hold CONTRACTOR harmless against all claims, costs, losses, fines or penalties, and attorney's fees arising out of or in connection with the breach.
23. The COMPANY undertakes at any time during the duration of this CONTRACT, at the request of CONTRACTOR or as per the requirement of law, to sign and provide CONTRACTOR with a Certificate of End Use. CONTRACTOR has the right to suspend the performance of its obligations under this CONTRACT until the Certificate of End Use signed by the COMPANY is obtained.
24. In the event of any conflict between the General Terms & Conditions of Prime Pakistan Limited and the SLB T&Cs as per Appendix-B, then the General Terms & Conditions of Prime Pakistan Limited shall prevail.
25. The Payment Terms shall be Net 30 days from the submission of Final Invoice to the COMPANY's Finance Department, as required under the Article 37.
26. Subject to the formal APPROVAL through SERVICE ENTRY SHEET (SES) by the COMPANY of the CONTRACTOR's invoice, the invoice shall be paid in the currency USD opened in the name of the CONTRACTOR bank details specified hereinafter:

Bank Name	:	JP MORGAN CHASE
Bank Address	:	1 Chase Manhattan Plaza, New York, NY 10081, USA.
Account Name	:	Schlumberger Seaco Inc.
Account Number	:	323115209
SWIFT Code	:	CHAS US33

And in PKR related to Sales Tax etc. as per bank details specified hereinafter:

Bank Name	:	Standard Chartered Bank Limited
Bank Address	:	F-7 Markaz, Islamabad
Account Name	:	SCHLUMBERGER SEACO INC.
Account Number	:	08-8736545-01
IBAN	:	PK07SCBL0000008873654501
SWIFT Code	:	SCBLPKXXXX