



## SUBSCRIPTION AGREEMENT

### COVER PAGE

**Agreement.** This Subscription Agreement between Drilling Info, Inc., a Texas corporation ("Drillinginfo"), and Society of Petroleum Engineers Gulf Coast Section, a technical society ("Subscriber"), governs the terms under which Subscriber will receive a subscription to the services and software described below (such selected services and software collectively, including without limitation the Proprietary Data, documentation, and other technology provided in conjunction therewith, collectively the "DI System"). Drillinginfo and Subscriber each shall be referred to as a "Party" and collectively as the "Parties." This Agreement consists of this Cover Page and the attached Terms & Conditions (collectively referred to as the "Agreement"). Subscriber: (a) has read and understands the Agreement; (b) is authorized and intends to form a legally binding contract with Drillinginfo; (c) represents and warrants that it is not a competitor of and will not compete with Drillinginfo; (d) agrees that the Agreement, whether printed, stored electronically and/or viewed at Drillinginfo's site, will constitute a "writing" under any applicable law or regulation; and (e) will, and will cause all Authorized Users to, agree to the applicable terms and conditions of the Agreement.

**Subscription.** Subscriber's subscription to the DI System is a DI PLUS level subscription. Subscriber shall be entitled to a maximum of fifty (50) ("Permitted Number") authorized users ("Authorized Users"), which shall each be a registered member of Subscriber as well as a validated Member in Transition with a unique email address. Subscriber acknowledges that Drillinginfo may utilize security keys and other license enforcement mechanisms to prevent operation of the software outside the bounds authorized hereunder and Subscriber agrees not to attempt to defeat or circumvent any such encryption, security, or license enforcement mechanisms. This Agreement will not expire unless terminated in accordance with the Terms & Conditions. The subscription fee is zero.

**Authorized Users.** Drillinginfo understands and acknowledges that Authorized Users are members of Subscriber and that Subscriber will require Authorized Users to agree to accept the Terms & Conditions as though the Authorized User was a Subscriber in order to become Authorized Users. Upon acceptance by an Authorized User of this Agreement, if an Authorized User does not comply with the Terms & Conditions, Subscriber will use its best efforts to assist Drillinginfo in seeking and enforcing compliance against the non-compliant Authorized User. For purposes of this Agreement, "Party" and "Parties" may, in appropriate circumstances, include an Authorized User.

**Notices.** Any notices or correspondence shall be sent to the following individual(s):

*Subscriber Primary Contact:*

Name: SPE Gulf Coast Section Manager  
Address: 10777 Westheimer Road, Suite 1075  
Houston, TX 77042  
Phone: 713-779-9595  
Email: SPE-GCS@spe.org\_

*Drillinginfo Sales Contact:*

Name: Mark Nibbelink  
Address: PO Box 5545 Austin TX 78763  
Phone: 512 519-5511  
Email: mnibbelink@drillinginfo.com

*With a copy (which shall not constitute notice) to:*

Name: Shawn M. Shillington  
Address: Drilling Info, Inc.  
2901 Via Fortuna  
Building 6, Suite 200  
Austin, TX 78746  
Phone: (512) 519-3780  
Email: shawn.shillington@drillinginfo.com

**IN WITNESS WHEREOF,** the Parties have executed this Agreement effective as of the last day set forth below.

SPE Gulf Coast Section

Name: Ivor R. Ellum  
Title: 2015-2016 Chair  
Date: 6/14/2016

Drilling Info, Inc.

DocuSigned by:  
  
2B83FC9E54714E8

Name: Shawn Shillington  
Title: AGC  
Date: 6/14/2016



## SUBSCRIPTION AGREEMENT

### TERMS & CONDITIONS

These Terms & Conditions (the "Terms & Conditions") are effective as of the Commencement Date. The Parties agree:

**1. Definitions.** As used herein, the terms set forth below shall have the following meaning:

- a. "Commencement Date" means the earlier of the date of the Agreement or the first date of Subscriber's access to the DI System.
- b. "Internal Use" means ordinary use by Subscriber for its own internal business purposes. For avoidance of doubt, Internal Use does not include any of the activities described in Section 3.
- c. "Local Software" means any software included in the DI System to be installed on Subscriber equipment such as, depending on the type of DI System subscription, DI Desktop or Transform Essential, and other software used to facilitate Authorized User access to the Services or application programming interfaces ("APIs"). Local Software does not include third party software, as described in Section 11.
- d. "New Version" means the current version of the Local Software generally made available by Drillinginfo without additional fees to its subscribers that have access to such Local Software as part of their subscription to the DI System.
- e. Drillinginfo and Subscriber each shall be referred to as a "Party" and collectively as the "Parties."
- f. "Proprietary Data" means the databases and data elements and data records accessible by Subscriber as part of its subscription to the DI System, including without limitation (to the extent applicable to Subscriber's subscription) Well Logs, County Scans, Unit Geology, Estimated Ultimate Recovery (EUR), Basin Grading Maps and LandTrac™ maps.
- g. "Services" means any web-based services accessible by Subscriber as part of its subscription to the DI System via Drillinginfo's website, such as, depending on the type of DI System subscription, DI Desktop, DI Basic, DI Prospector, DI Plus, DI Pro, DI International, DI Global or Transform Essential.

**2. Access to Services / Local Software License.**

- a. *Access to the Services.*
  - i. Rights to Access. While this Agreement is in effect (the "Term") and subject to the terms and conditions of this Agreement (including the restrictions and scope of rights set forth herein), Drillinginfo hereby grants Subscriber a non-exclusive, non-transferable, fully paid and non-sublicensable right for only up to the Permitted Number of Authorized Users indicated on the Cover Page to (1) access the Services, (2) download, and reproduce discrete elements of, the Proprietary Data, (3) store such discrete elements of Proprietary Data on servers and computer system(s) owned and controlled by Subscriber ("Subscriber Systems"), and (4) manipulate, analyze, reformat, print or display such discrete elements of Proprietary Data, in each case of "(1)," "(2)," "(3)" and "(4)" above, solely for Subscriber's Internal Use. Nothing in this Agreement obligates Drillinginfo to deliver or make available any copies of the software or other technology utilized to provide the Services to Subscriber.
  - ii. Creation of Analytics. Subject to the terms and conditions of this Agreement (including the restrictions and scope of rights set forth herein), during the Term of this Agreement, Subscriber and/or Authorized Users may utilize Proprietary Data as a raw input for performing analyses, calculations, visualizations or mathematical transformations ("Analytics") and may display such Analytics to third parties provided that (1) such Analytics do not reveal or otherwise expose, and such Analytics cannot be deconstructed, distilled or reverse engineered to reveal or otherwise expose, any underlying Proprietary Data, (2) Subscriber or the Authorized User attributes Drillinginfo as the source of the underlying data for such Analytics by stating "Underlying data provided by Drilling Info, Inc. and used with permission.", and (3) Subscriber or the Authorized User provides Drillinginfo with a copy of such Analytics (Analytics complying with (1), (2) and (3) hereinafter "Authorized Subscriber Analytics"). Such Authorized Subscriber Analytics shall not imply that Drillinginfo is responsible for, nor shall Subscriber extend any warranties on behalf of Drillinginfo with respect to, the reliability, accuracy, completeness or currency of the Authorized Subscriber Analytics or any Proprietary Data. Authorized Subscriber Analytics shall not include Estimated Ultimate Recovery (EUR) tables, Basin Grading Maps, or any other material marked "Confidential" or "Not for publication or distribution," which are the confidential information of Drillinginfo and shall not be published by Subscriber or the Authorized User without the express written consent of Drillinginfo.





- b. *Local Software License.* During the Term and subject to the terms and conditions of this Agreement, Drillinginfo hereby grants to Subscriber a limited, non-exclusive, fully paid, non-transferable license, without the right to sublicense, to install the object code version of the applicable Local Software on the designated Subscriber or Authorized User Systems and to allow only up to the Permitted Number of Authorized Users indicated on the Cover Page to run such Local Software solely for Subscriber's Internal Use and subject to any restrictions or usage limitations specified in the documentation for such Local Software. In the event a New Version of the Local Software is made available to Subscriber, Subscriber shall (i) promptly install such New Version on the designated Subscriber Systems and (ii) Subscriber's license to previous versions of the Local Software shall immediately terminate. Subscriber must possess a valid license to such previous version in order to install and use any New Version.

**3. Subscriber Restrictions/Obligations.** The rights granted hereunder do not include the right to, and Subscriber or the Authorized Users shall not and shall not permit any third party to:

- a. Sell, lease, license, sublicense, rent, loan, share, pledge, resell or otherwise transfer, with or without consideration, all or any part of the DI System or rights granted under this Agreement, permit third parties to benefit from the use or functionality of the DI System via any arrangement, including a timesharing, rental, outsourcing, service bureau, networking, hosted service or other arrangement, or, except in connection with the permitted assignment of this Agreement pursuant to Section 19(f) and subject to Drillinginfo's rights under Section 7(b)(ii), assign all or any part of the DI System or rights granted under this Agreement.
- b. Use the DI System for any purpose competitive with Drillinginfo, including building a competitive product or service, or copying any features, functions or graphics of the DI System, or providing Proprietary Data to third parties whether by lease, rental, transfer, assignment, broadcast, public display, publication, distribution, sale/resale, sublicense, or any other means.
- c. Access the DI System for the purposes of monitoring availability, performance or functionality or for any other benchmarking purpose.
- d. Reverse engineer, decompile, decrypt or disassemble the DI System, except to the extent the foregoing restriction is expressly prohibited by applicable law.
- e. Remove any proprietary notices or labels on the DI System or copy, publish, or display any part of the DI System, including Proprietary Data therein or Documentation therefor except as expressly permitted herein.
- f. Use any robot, spider, or other automated methods to access, download, or reproduce Proprietary Data or use any device, software, or routine to bypass Drillinginfo's robot exclusion headers, or interfere or attempt to interfere with the proper working of the DI System.
- g. Modify, adapt, translate, or create derivative works (other than Authorized Subscriber Analytics) of the DI System in whole or in part or engage in "framing," "mirroring," or otherwise simulating the appearance or function of the DI System.
- h. Disclose to any third party or, except as expressly authorized herein, use or permit use of any confidential information of Drillinginfo, whether in combination or otherwise, including (i) Proprietary Data, (ii) documentation, performance data, benchmark results, or technical information related to the DI System, and (iii) the terms and conditions of this Agreement (including pricing terms). Subscriber's obligations regarding confidential information (in the same combination and not merely as isolated or individual elements) shall not apply to any information that enters the public domain through no fault of Subscriber.
- i. Install or use the Local Software on computer systems or servers not authorized in accordance with this Agreement.
- j. Use any systems or techniques, or engage in any activities or practices, that manipulate, disable, circumvent or otherwise interfere with the operation of the DI System or provides access to features, functions, services or Proprietary Data which subscriber is not entitled to access based on its selection as set forth on the Cover Page.
- k. Use the DI System other than as expressly authorized under this Agreement.

**4. Warranty Disclaimers.**

DRILLINGINFO AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT, AND





ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING. FURTHER, DRILLINGINFO AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE DI SYSTEM OR ANY PART THEREOF WILL MEET SUBSCRIBER'S REQUIREMENTS OR IS SUITABLE FOR SUBSCRIBER'S NEEDS OR THAT THE DATA OR RESULTS PROVIDED IN CONJUNCTION THEREWITH ARE CORRECT, ACCURATE, TIMELY, COMPLETE, SUITABLE OR RELIABLE. THESE DISCLAIMERS SHALL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUBSCRIBER ACKNOWLEDGES THAT THE INFORMATION PROVIDED THROUGH THE DI SYSTEM IS COMPILED FROM SOURCES BEYOND THE CONTROL OF DRILLINGINFO AND THE PARTIES ACKNOWLEDGE THAT ERRORS, GAPS, AND INACCURACIES MAY OCCUR.

SUBSCRIBER ACKNOWLEDGES THAT THE DI SYSTEM AND PROPRIETARY DATA ACCESSED THEREON IS PROVIDED TO SUBSCRIBER ON AN "AS IS, WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. SUBSCRIBER ASSUMES ALL RISK OF ERRORS AND OMISSIONS IN THE DI SYSTEM AND PROPRIETARY DATA, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. SUBSCRIBER ASSUMES FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY ITS REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE DI SYSTEM, INCLUDING THE PROPRIETARY DATA, AND FOR MAINTAINING ANY MEANS THAT SUBSCRIBER MAY REQUIRE FOR THE RECONSTRUCTION OF LOST DATA OR SUBSEQUENT MANIPULATIONS OR ANALYSES OF THE INFORMATION PROVIDED UNDER THE AGREEMENT. THE DI SYSTEM IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PROFESSIONALS. SUBSCRIBER UNDERSTANDS THAT THE DI SYSTEM IS NOT INFALLIBLE, AND SUBSCRIBER ACCEPTS ALL RISKS IN ITS USE OF THE DI SYSTEM INCLUDING BUT NOT LIMITED TO ANY INVESTMENT, ACQUISITION, DRILLING, WELL TREATMENT, PRODUCTION OR FINANCIAL DECISIONS WHICH ARE BASED IN WHOLE OR IN PART ON THE USE OF THE DI SYSTEM.

THE LOCAL SOFTWARE MAY INCLUDE THIRD PARTY COMMERCIAL SOFTWARE LICENSED BY DRILLINGINFO AND SUBLICENSSED TO SUBSCRIBER UNDER THE TERMS OF THIS AGREEMENT. THE LOCAL SOFTWARE MAY ALSO INCLUDE OR BE DISTRIBUTED WITH OPEN SOURCE SOFTWARE. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT, DRILLINGINFO MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH RESPECT TO SUCH THIRD PARTY COMMERCIAL OR OPEN SOURCE SOFTWARE AND SHALL NOT BE LIABLE FOR ANY DAMAGES REGARDING THE USE OR OPERATION OF ANY SUCH THIRD PARTY COMMERCIAL SOFTWARE OR OPEN SOURCE SOFTWARE. SUBSCRIBER RIGHTS TO USE SUCH THIRD PARTY COMMERCIAL SOFTWARE AND OPEN SOURCE SOFTWARE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES CONCERNING SUCH THIRD PARTY SOFTWARE AND OPEN SOURCE SOFTWARE, IF ANY, SHALL BE AS GRANTED BY THE THIRD PARTY LICENSOR OF SUCH SOFTWARE UNDER THE APPLICABLE LICENSE AGREEMENT FOR SUCH SOFTWARE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

## 5. Indemnification.

- a. Drillinginfo Indemnification. Subject to the conditions set forth in Section 6(c) below, Drillinginfo shall defend Subscriber and/or an Authorized User against any action brought against it to the extent that such action is based on a claim that the unmodified DI System infringes a United States patent issued as of the Commencement Date or a United States copyright, trademark, or trade secret ("IP Claim"), and Drillinginfo shall pay all costs, settlements and damages finally awarded in such action. If the DI System or any part of the DI System is adjudged to infringe, Drillinginfo shall, at its option (i) procure for Subscriber and/or the Authorized User the right to continue using the DI System, or (ii) modify or replace the DI System to the extent necessary to make it so that it does not infringe; or (iii) if in Drillinginfo's sole discretion, Drillinginfo determines that neither (i) nor (ii) are commercially practicable, then it may terminate the Agreement and refund the proportionate part of the annual subscription fee for the DI System associated with the period from termination to the end of the then-current annual subscription term. If Drillinginfo determines that any IP Claim is likely, Drillinginfo may in its sole discretion and option take any of the options enumerated above in (i), (ii) or (iii). Drillinginfo shall have no liability regarding any claim arising out of:
  - (1) use of other than a current, unaltered release of the DI System, unless the infringing portion is also included in





the then-current, unaltered release, (2) use of the DI System in combination with non-Drillinginfo software, services, data or equipment if the infringement was caused by such use or combination, (3) any modification or derivation of the DI System or operation thereof not specifically authorized in writing by Drillinginfo, (4) use of third party software, including without limitation open source or third party commercial software, (5) failure to use the DI System in accordance with the terms of this Agreement or for its intended purpose, (6) infringement caused by compliance with designs, requirements, or specifications required by or provided by Subscriber. THE FOREGOING STATES THE ENTIRE LIABILITY OF DRILLINGINFO AND THE EXCLUSIVE REMEDY OF SUBSCRIBER, AND/OR AUTHORIZED USER, WHETHER EXPRESS, IMPLIED, COMMON LAW OR STATUTORY, WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.

- b. Subscriber Indemnity Obligation. Subject to the conditions set forth in Section 6(c) below and applicable U.S. state or federal law, Subscriber, or Authorized User as applicable, shall defend, indemnify and hold Drillinginfo, its licensors, service providers and service sponsors, and its and their officers, directors, employees, affiliates, agents, representatives or subcontractors ("Drillinginfo Parties") harmless from any and all claims, actions, losses, liabilities, injuries, expenses, costs (including without limitation all reasonable attorneys' fees and costs of litigation) and damages, resulting from or arising out of Subscriber's or Authorized User's use of the DI System, regardless of the form of action (excluding claims that are covered by Drillinginfo's obligations under Section 6(a)). SUBSCRIBER'S OR AUTHORIZED USER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL APPLY EVEN IF THE CLAIM RESULTED FROM A PERSONAL INJURY OR WAS DUE IN WHOLE OR IN PART TO DRILLINGINFO'S NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT, STRICT LIABILITY OR VIOLATION OF THE TEXAS DECEPTIVE TRADE AND PRACTICES ACT ("DRILLINGINFO'S FAULT"); PROVIDED, HOWEVER, THAT SUBSCRIBER'S OR AUTHORIZED USER'S CONTRACTUAL PAYMENT OBLIGATION FOR JUDGMENTS SHALL NOT EXTEND TO THE PERCENTAGE OF CLAIMANT'S DAMAGES FINALLY DETERMINED TO BE ATTRIBUTABLE TO DRILLINGINFO'S FAULT.
- c. Conditions. The above indemnifications are subject to the indemnified party: (i) promptly notifying the indemnifying party in writing of any such claim; provided, however, that failure to provide such prompt notice shall affect the rights of an indemnified party hereunder only to the extent that such failure has a prejudicial effect on the defenses or other rights available to the indemnifying party with respect to such claim; (ii) allowing the indemnifying party to have sole control of the defense and all related settlement negotiations (provided however, the indemnified party reserves the right to retain independent counsel of its choosing and at its own expense); and (iii) providing the indemnifying party with the information, authority and assistance necessary to perform the indemnifying party's obligations under this Section.

## 6. Term and Termination.

- a. For Cause Termination. Drillinginfo shall have the right to terminate the Agreement immediately if a change in applicable law adversely increases Drillinginfo's liability or adversely affects Drillinginfo's ability to provide the DI System or if Subscriber (such events constituting "For Cause Termination"):
- i. Violates any of the terms and conditions of the Agreement.
  - ii. Experiences a Change of Control; provided that in lieu of termination for such Change of Control, Drillinginfo may reasonably adjust fees owed hereunder to account for the effects of such Change of Control including without limitation Subscriber's pricing tier, utilization and other factors.
  - iii. Ceases to do business, or otherwise terminates its business operations without a successor.
  - iv. Becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within sixty (60) days.

For purposes of this section "Change of Control" means any transaction resulting in the sale of (a) all or substantially all of the assets of Subscriber, (b) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of a party or any direct or indirect parent of Subscriber, or (c) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of Subscriber. Subscriber shall promptly notify Drillinginfo of any Change of Control upon the occurrence thereof.

- b. Results of Termination. Upon the termination or expiration of the Agreement:





- i. Subscriber shall immediately discontinue use of the Services and promptly destroy (or at Drillinginfo's option, return) all copies (including soft copies, hard copies, and/or copies in email) of DI System and all of its component parts in Subscriber's possession or control, including without limitation Proprietary Data, Local Software, confidential information of Drillinginfo, and documentation provided to Subscriber as part of or for use in conjunction with the DI System, and shall certify in writing that it has discontinued use of the Services and purged all downloaded Proprietary Data and Local Software from Subscriber's servers, shared storage systems, and other computer systems. This provision shall not apply to Authorized Subscriber Analytics created prior to such termination, provided that the restrictions set forth in Section 2(a)(ii) continue to apply to such Authorized Subscriber Analytics.

All rights and licenses to DI System shall automatically terminate and Subscriber shall have no further access to or use of the Local Software or Services.

- ii. Other than the licenses to the DI System granted hereby, the provisions set forth in these Terms & Conditions shall survive any termination or expiration of the Agreement.
- iii. Either party may pursue any and all remedies available to it under the Agreement, at law, or in equity. Such remedies are cumulative, and in addition to any remedies available at law or equity.

## 7. Limitation of Liability.

- a. *Damage Exclusion.* SUBSCRIBER AGREES THAT DRILLINGINFO PARTIES SHALL IN NO EVENT BE LIABLE UNDER ANY LEGAL THEORY, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT, STRICT LIABILITY, STATUTORY OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, PROFITS, GOODWILL, USE, AND/OR DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OR RELATING TO THIS AGREEMENT OR OF THE USE OR INABILITY TO USE THE DI SYSTEM OR ANY PART THEREOF, EVEN IF THE DRILLINGINFO PARTIES OR ANY OF THEM HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- b. *Cap on Damages.* IN NO EVENT SHALL THE DRILLINGINFO PARTIES, OR ANY OF THEM, BE LIABLE COLLECTIVELY FOR A TOTAL AGGREGATE AMOUNT (INCLUDING LEGAL EXPENSES) IN EXCESS OF \$10,000 MINUS, IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID (AS OF THE DATE OF SATISFACTION OF SUCH LIABILITY) BY ANY OF THE DRILLINGINFO PARTIES TO SUBSCRIBER IN SATISFACTION OF ANY LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY(IES), WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT, STRICT LIABILITY, STATUTORY OR OTHERWISE.
- c. *Allocation of Risk.* Subscriber and Drillinginfo agree that Sections 8(a) (*Damage Exclusion*) and 8(b) (*Cap on Damages*) and Section 5 (*Warranty Disclaimer*) fairly allocate the risks in the Agreement between the Parties. Subscriber and Drillinginfo further agree that this allocation is an essential element of the basis of the bargain between the Parties and that such, exclusions, limitations and disclaimers shall apply notwithstanding any failure of the essential purpose of this Agreement or any limited remedy hereunder.
- d. *Jurisdictional Limitations.* SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

8. **Ownership / Feedback / Reference.** The DI System, including without limitation the documentation, Proprietary Data, Services, Software and other technology provided in conjunction therewith or accessed thereon, are the valuable, exclusive property of Drillinginfo or its licensors and are protected by contract law and various intellectual property laws, including domestic and international copyright, trade secret and trademark laws. Nothing in the Agreement shall be construed as transferring or assigning any ownership rights to Subscriber or any other person or entity. Without limiting the generality of the foregoing, all Local Software and documentation provided to Subscriber as part of or for use in conjunction with the DI System is licensed on a limited non-exclusive, fully paid, and non-transferable basis as set forth herein and is not sold. Except as expressly licensed in this Agreement, Subscriber shall have no rights in and to the DI System and all related intellectual property rights whether by implication, estoppel or otherwise, and Drillinginfo reserves all rights, title and interest in and to the DI System and all related intellectual property rights. Any ideas, feedback, suggestions, corrections, alterations, improvements, additional data points, requests, questions, comments,





results of any test or evaluation and the like made by Subscriber, or Authorized User, to Drillinginfo with respect to any portion of the DI System ("Feedback"), including any enhancement, improvements or new features to same, will be the property of Drillinginfo. Subscriber hereby assigns and agrees to assign to Drillinginfo all right, title and interest worldwide in and to the Feedback and the related intellectual property rights and both during and after the Term agrees to assist Drillinginfo in securing and perfecting such rights. Notwithstanding the above, Subscriber may use such Feedback solely for its own Internal Use. Drillinginfo may publicly identify Subscriber as a customer, including on its website, government filings, and in marketing materials, and Subscriber hereby grants to Drillinginfo the nonexclusive right to use Subscriber's name solely for such purpose. Subscriber acknowledges and agrees that Drillinginfo may use information provided by Subscriber to Drillinginfo directly or indirectly, in accordance with Drillinginfo's Privacy Policy, available at <http://drillinginfo.com/privacy-policy/>.

9. **Protection against Unauthorized Use.** Subscriber and Authorized User will use reasonable efforts to prevent unauthorized use of the DI System and immediately notify Drillinginfo of any unauthorized use that comes to its attention. Without limiting the foregoing, Subscriber will require each Authorized User to keep its user ID and password for the DI System confidential and not disclose either to any other person. If Subscriber or any Authorized User learns or reasonably suspects that any of its passwords has been disclosed or otherwise made known to any person other than an Authorized User or if any previously Authorized User ceases to be an employee or contractor of Subscriber, Subscriber will immediately notify Drillinginfo at 512-477-9200 and promptly confirm such notice by email to [support@drillinginfo.com](mailto:support@drillinginfo.com). Upon receiving notice of a disclosed password, Drillinginfo will assign a new password to Subscriber or Authorized User as the case may be. Any unauthorized access or use of such passwords, including, without limitation, permitting another person or entity other than the specified Authorized User to use a Subscriber's user identification number or password to access the DI System, failing to report that an Authorized User has ceased to be an employee, contractor or member of Subscriber, transmitting information from the DI System to another person or entity who is not an Authorized User; or any other access or use of the DI System by Subscriber except as expressly provided in this Agreement shall be deemed a breach of this Agreement resulting in automatic termination of the rights granted to Subscriber as set forth herein. Subscriber agrees to defend, indemnify and hold Drillinginfo and its licensees and/or licensors harmless for all damage, losses, costs, expenses (including reasonable attorney's fees) and liabilities resulting from Subscriber's unauthorized use of Subscriber's or any Authorized User's user identification numbers or passwords.
10. **Third Party and Open Source Software.** The Local Software may contain or be distributed with third party software covered by an open source software license ("Open Source Software") or other third party software ("Third Party Software") which may be covered by a different license. If Open Source Software or Third Party Software is included in the Local Software, these Terms & Conditions do not apply to the Open Source Software or Third Party Software, except that the warranty disclaimers and limitations of liability set forth in these Terms & Conditions will apply to the extent not conflicting with the Open Source Software and Third Party Software licenses. Information concerning the inclusion of the Open Source Software and Third Party Software, if any, and the notices, license terms, and disclaimers applicable to that software is contained in a text file provided with the Local Software. If you are unable to locate the text file, please contact Drillinginfo.
11. **High Risk Activities.** The DI System is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation any application in which the failure of the DI System could lead to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). Subscriber and Authorized Users shall not use the DI System or any part thereof for High Risk Activities and neither Drillinginfo nor its licensors shall have any liability for any damages arising from the use of the DI System in any High Risk Activity.
12. **Reporting and Audit.** Drillinginfo reserves the right to periodically require that an executive officer of Subscriber certify in writing that the DI System is being used pursuant to the provisions this Agreement, including that only the Permitted Number of Authorized Users are using the DI System. During the term of this Agreement and for a period of one (1) year thereafter, Subscriber will maintain complete and accurate books, records and electronic backups in connection with its use of the DI System (or in the case of Proprietary Data and Local Software purged in accordance with Section 7(c)(i), evidence of steps taken in furtherance of such obligation), in sufficient detail to permit Drillinginfo to verify Subscriber's compliance with the terms and conditions of this Agreement. Drillinginfo and/or its representatives shall have the right to perform a reasonable inspection and audit of Subscriber's premises, equipment and records during standard business hours and upon ten (10) days prior written notice. During such an audit, Subscriber will make available to Drillinginfo or its representatives all Subscriber Systems on which any Local Software or Proprietary Data resides and any records pertaining to the Local Software or Proprietary Data. The cost of any requested audit will be solely borne by Drillinginfo, unless such audit discloses an underpayment or amount due to Drillinginfo, or such audit discloses that





Subscriber is using the DI System or Proprietary Data in an unauthorized manner, in which case Subscriber shall pay for the reasonable cost of the audit.

13. **Changes in the DI System.** Drillinginfo reserves the right to alter the DI System, including without limitation, implementing user priorities, implementing rules for use by Subscribers, and discontinuing certain functional aspects of the DI System. Drillinginfo may limit access during system maintenance and the operation of the DI System may be interrupted due to maintenance, updates, or system or network failures. Drillinginfo may also add, withdraw, or alter any of the data elements or databases contained within the DI System or the services provided through the DI System.
14. **Delays in Services (Force Majeure).** No Drillinginfo Parties shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, DoS/DDoS or similar attacks, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or any causes outside the reasonable control of Drillinginfo. Drillinginfo shall have no responsibility to provide Subscriber access to the DI System during such delays or interruption regardless of the cause. If the DI System incurs a continuous interruption of service that lasts (1) three regular business days or (2) five calendar days, whichever is longer, then Subscriber shall, upon written request, be entitled to an extension of the current license period equal to two times the number of days of service interruption. For purposes of this paragraph, a continuous interruption of service shall be limited to an interruption that causes the DI System to be unavailable to all subscribers for an uninterrupted period of time.
15. **Equipment and Operation.** Subscriber or Authorized Users shall provide and maintain all communication and other equipment necessary to access the DI System. The costs of any such equipment, including any applicable taxes, shall be borne solely by Subscriber or Authorized Users. Subscriber or Authorized Users are responsible for operating their own equipment and for familiarity with the information (e.g., calculations and reports) used with or available through the DI System. Drillinginfo reserves the right to refuse assistance or to charge additional fees if Subscriber or Authorized Users seek assistance from Drillinginfo with respect to such matters.
16. **Third Party Content.** The DI System may contain content posted by subscribers and links to other websites or resources ("Third Party Content"). Drillinginfo has no control over such Third Party Content and does not make any representations or give any warranties with respect to any information, products or services contained at or made available through external sites. Subscriber acknowledges and agrees that Drillinginfo is not responsible for the availability of external sites or resources, and does not endorse and is not responsible or liable for any Third Party Content or other content, advertising, products, or other materials on or available from external sites. Subscriber further acknowledges and agrees that Drillinginfo shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Content or other content, goods or services available on or through any such external sites. Any Third Party Content is provided merely as a convenience to Subscriber and, if Subscriber decides to access any of the third party sites or use Third Party Content, Subscriber does so entirely at its own risk. Subscriber further acknowledges and agrees that such external sites may have different privacy policies and terms and conditions than this Agreement, and that Subscriber's use of external sites is governed by the respective external site privacy policy and terms and conditions. Drillinginfo reserves the right to terminate any link or linking program at any time. Subscriber acknowledges that Drillinginfo does not pre-screen any Third Party Content. Subscriber agrees that it must evaluate, and bear all risks associated with, the use of any Third Party Content, including any reliance on the accuracy, completeness, or usefulness. Accordingly, Subscriber acknowledges that it may not rely on any such Third Party Content. Subscriber's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the DI System, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Subscriber and such third party. Subscriber agrees that Drillinginfo shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of Third Party Content.
17. **Intellectual Property Infringement.** Drillinginfo respects the intellectual property rights of others, and asks Subscriber to do the same. Drillinginfo may, in appropriate circumstances and at its discretion, terminate access to the DI System for users who infringe the intellectual property rights of others.
  - a. **DMCA Notice.** If Subscriber, or an Authorized User as the case may be, believes that its work is the subject of copyright infringement and/or trademark infringement and appears on the DI System, please provide Drillinginfo's designated agent the following information:
    - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.





- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the DI System, and information reasonably sufficient to permit Drillinginfo to locate the material.
- Information reasonably sufficient to permit Drillinginfo to contact Subscriber as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that Subscriber or Authorized User has a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Drillinginfo's agent for notice of claims of copyright or trademark infringement on this Site is:

Shawn M Shillington  
 Drilling Info, Inc.  
 2901 Via Fortuna, Building 6, Suite 200  
 Austin, TX 78746  
[shawn.shillington@drillinginfo.com](mailto:shawn.shillington@drillinginfo.com)

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

- b. *Submitting a DMCA Counter-Notification.* Drillinginfo will notify Subscriber, or an Authorized User as the case may be, that Drillinginfo has removed or disabled access to copyright-protected material that Subscriber provided, if such removal is pursuant to a valid DMCA take-down notice that Drillinginfo has received. If Subscriber receives such notice from Drillinginfo, Subscriber may provide Drillinginfo with a counter-notification in writing to the Drillinginfo designated agent that includes all of the following information:
  - Subscriber's physical or electronic signature.
  - Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled.
  - A statement from Subscriber under the penalty of perjury, that Subscriber has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
  - Subscriber's name, physical address and telephone number, and a statement that Subscriber consents to the jurisdiction of a court for the judicial district in which Subscriber's physical address is located, or if your physical address is outside of the United States, for any judicial district in which Drillinginfo may be located, and that Subscriber will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.
- c. *Termination of Repeat Infringers.* Drillinginfo reserves the right, in its sole discretion, to terminate the account of Subscriber or access of any Authorized User of the DI System who is the subject or repeated DMCA or other infringement notifications.

## 18. Miscellaneous Provisions

- a. *Entire Agreement; Construction; Amendment; Waiver.* The Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties with respect to such subject matter. The Agreement shall be construed as if both Parties equally participated in its drafting, and thus shall not be construed against either Party as drafter. The Agreement may be modified only in a subsequent written agreement signed by both Parties specifically referencing this Agreement. No waiver of any provision of the Agreement by either Party shall constitute a waiver of any remedy available as a result of a subsequent breach of the same provision unless such waiver is made in writing and signed by the Party granting such waiver.





- b. *Attorneys' Fees.* If either Party initiates litigation to enforce any of the provisions of the Agreement, including collection of any amounts due, then the prevailing Party shall be entitled to recover from the other Party, in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorneys' fees and any costs of any litigation.
- c. *Governing Law; Venue.* The Agreement shall be governed by the laws of the State of Texas, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are specifically excluded from application to this Agreement. Any claim or cause of action relating to this Agreement must be brought in the state or federal courts located in Austin, Travis County, Texas, except that Drillinginfo may seek injunctive or other equitable relief for a breach by Subscriber in any court of competent jurisdiction. Subscriber agrees to submit to the exclusive personal jurisdiction of, and not object to venue in, such courts and, if Subscriber does not reside or have a registered agent for service of process in the State of Texas, Subscriber hereby appoints the Secretary of State of Texas to act as its agent for service of process in the event of any litigation or claim arising out of or relating to the Agreement.
- d. *Waiver Of Jury Trial.* IN THE EVENT OF ANY JUDICIAL PROCEEDINGS, THE PARTIES KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. *Severability.* If a court of competent jurisdiction determines that any provision of the Agreement is unlawful or unenforceable in any respect, the court shall reform the Agreement by modifying such provision so as to render it enforceable or, if modifying the provision is not possible, then deleting such provision. The court shall then fully enforce the Agreement as reformed.
- f. *Transfer or Assignment; Successors and Assigns.* Except for assignment of the entire Agreement in connection with a Change of Control affecting Subscriber which shall be subject to the provisions of Section 7(b)(ii), Subscriber shall not transfer or assign, whether by operation of law, merger (including reserve triangular), change of ownership, voluntary transfer or otherwise, this Agreement or any of the rights conferred or obligations imposed by this Agreement, to any person or entity not an affiliate of Subscriber without Drillinginfo's express written permission, which may be withheld or conditioned in Drillinginfo's sole discretion. Under no circumstance shall any transfer or assignment discharge the transferor or assignee's obligations under this Agreement. Any attempted assignment in violation of this provision shall be void and of no effect. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties' and their respective permitted successors, transferees and assigns. For purposes of this Section, "affiliate" shall mean all entities which are controlling, controlled by or under common control with Subscriber as of the Commencement Date. Drillinginfo may freely assign this Agreement, and/or assign its rights and/or delegate its duties under this Agreement.
- g. *No Conflicting Terms.* If any of the terms and conditions of the Agreement conflict with any comparable terms and conditions contained in any order, text, manual or other document, the term or condition in the Agreement shall prevail and govern, regardless of whether such other document originated prior or subsequent to the Agreement, or was signed or acknowledged by any director, officer, employee, representative or agent of Drillinginfo.
- h. *Notices.* Unless otherwise provided in the Agreement, all notices or communications of any type required or permitted by the Agreement, excluding routine billings or correspondence, shall be made to the Party (ies) at the address listed on the Cover Page. Such notice or communication shall be in writing and sent either by (1) any express delivery service that provides signed acknowledgement of delivery or (2) U.S. Postal Service certified mail, return receipt and shall be deemed effective on receipt. Either Party shall have the right to change its address for purposes of receiving notices under the Agreement by giving notice of such change of address as set forth in this Section.
- i. *Headings.* The headings appearing in the Agreement are included for the convenience of the Parties and shall not be used to define, limit, enlarge or interpret the scope of the Agreement or any of its provisions.
- j. *Relationship of the Parties.* Nothing in the Agreement shall be construed to create or establish an agency, partnership or joint venture relationship between the Parties and the Parties jointly and severally disclaim any such relationship. The Parties further agree that they are acting solely as independent contractors and that neither Party owes any fiduciary, special or implied duty to the other Party unless such duty is expressly stated in the Agreement.





- k. *Injunctive Relief.* Notwithstanding any other provisions of this Agreement, Subscriber acknowledges that breach of any provision of this Agreement by Subscriber which relates to the protection of Drillinginfo's intellectual property rights, including without limitation confidential or proprietary information of Drillinginfo and license restrictions, may cause Drillinginfo irreparable damage for which recovery of money damages would be inadequate, and Drillinginfo shall therefore be entitled to obtain injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law. Subscriber hereby waives the requirement of a bond in the event Drillinginfo seeks injunctive relief.
- l. *Notice to United States Government End Users.* Any software and related documentation provided as part of the DI System is deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.
- m. *Export Controls.* Subscriber is advised that any software and technical data provided as part of the DI System is of United States origin and subject to the United States Export Administration Regulations; diversion contrary to United States law and regulation is prohibited. Subscriber agrees not to directly or indirectly export, import or transmit such software or technical data to any country or end user or for any use in (1) any countries which are currently subject to U.S. trade embargoes (and all other nations that may from time to time be included on such a list); or (2) any persons or entities on the U.S. "Denied Persons List," "Specially Designated Nationals List," and "Entities List;" or (3) other locations or persons prohibited by law. Subscriber represents that neither the United States Bureau of Industry and Security nor any other governmental agency has issued sanctions against Subscriber or otherwise suspended, revoked or denied Subscriber's export privileges. Subscriber agrees not to use or transfer the Software for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the United States Government by regulation or specific written license. Additionally, Subscriber agrees not to directly or indirectly export, import or transmit such software or technical data contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use.