

## **LICENSE AGREEMENT**

Drilling Info, Inc., a Texas corporation (“DrillingInfo”) and Licensee, whose name and legal status are set forth on the License Order Form, a copy of which is attached to and incorporated into this License Agreement as Exhibit A, hereby enter into this non-exclusive license agreement (“License Agreement”) effective on the date set forth on the License Order Form (Exhibit A). Collectively, DrillingInfo and Licensee shall be referred to as the “Parties.”

### **RECITALS**

**WHEREAS**, DrillingInfo has developed a collection of online resources, including various databases, reports, communication tools, online forums, shopping services, personalized content and branded programming accessible via the internet and collectively referred to as the “DrillingInfo System.”

**WHEREAS**, DrillingInfo offers on an annual License basis the DrillingInfo System to Licensees, including the oil and gas industry, academia, government agencies and public at large.

**WHEREAS**, Licensee desires to purchase a License to the DrillingInfo System as more fully described in this License Agreement and License Order Form (Exhibit A).

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree to the following terms and conditions.

### **TERMS AND CONDITIONS**

**1. The DrillingInfo System.** The DrillingInfo System includes:

- a. DrillingInfo's on-line computer system including all electronic databases and services accessed by or through DrillingInfo's on-line computer system, and individual items within those databases or services which may constitute independent works of authorship;
- b. all written and electronic documentation, including user and operator manuals, online help and frequently asked questions (“FAQ”), and the similar materials provided by DrillingInfo to Licensee in connection with this License Agreement;
- c. any other software, product, service, data or information provided by DrillingInfo or obtained through DrillingInfo's on-line computer system that is owned by or licensed to DrillingInfo, and
- d. unless explicitly stated to the contrary, any new features that augment or enhance any component of the current DrillingInfo System.

**2. Licensed Users.** The DrillingInfo System may only be used by the Licensee identified on the License Order Form (Exhibit A) to this License Agreement, and those persons designated by that Licensee to DrillingInfo to be authorized users of the DrillingInfo System (collectively the “Licensed Users”). All Licensed Users shall legally possess and use an e-mail address containing the domain listed on the License Order Form (Exhibit A) or such other URL as DrillingInfo approves in advance, in its sole discretion.

**3. Ownership and Use.**

- a. The DrillingInfo System is the valuable, exclusive property of DrillingInfo or its licensors. Nothing in this License Agreement shall be construed as transferring or assigning any such ownership rights to Licensee or any other person or entity.
- b. The DrillingInfo System is protected by contract law and various intellectual property laws, including domestic and international copyright laws. Except as expressly permitted by this License Agreement, Licensee may not copy, adapt, distribute or publicly display the DrillingInfo System in whole or in part, in any manner whatsoever without DrillingInfo's prior written consent. Licensee may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of the DrillingInfo System.

- c. Licensee may store in the memory of its computer and may manipulate, analyze, reformat, print or display for its internal use only the information received or accessed through the DrillingInfo System pursuant to this License Agreement.
- d. In order to maintain maximum operating efficiencies, DrillingInfo reserves the sole and exclusive right to limit Licensee's access to the DI System when DrillingInfo experiences disproportionately large demands on the System.
- e. Unless separately and specifically authorized in writing by a DrillingInfo officer, Licensee may not resell, broadcast, transfer, rent, lease, sublicense, distribute, copy, reproduce, publicly display, publish, adapt, store or time-share the information received or accessed through the DrillingInfo System pursuant to this License Agreement to any person or entity not otherwise authorized to use or access such information under the license granted by this License Agreement.
- f. Licensee may not reverse engineer any of the DrillingInfo System or decode the signals used by DrillingInfo in transmitting any information for any purpose.
- g. Licensee may not use any robot, spider, other automatic device, or manual process to monitor or copy from the DrillingInfo System web pages or web page except as expressly permitted by this Agreement or with DrillingInfo's prior written permission. Licensee may not use any device, software or routine to bypass DrillingInfo's robot exclusion headers, or to interfere or attempt to interfere with the proper working of the DrillingInfo site in any manner whatsoever.
- h. Much of the information on DrillingInfo's site is updated on a real time basis and is proprietary or is licensed to DrillingInfo by its users or other third parties. DrillingInfo expressly agrees that Licensee may download, copy, and reproduce data from the DrillingInfo System in order to populate workstations or other software used within Licensee's account, provided that Licensee maintains an acceptable level of security for the protection of such data.
- i. Licensee may use such data in the common operation of its business, including promoting the sale or purchase of oil and gas prospects or other related products and services, so long as DrillingInfo is prominently recognized or attributed as the source of such data and that all such data is provided by Licensee under restrictions otherwise contained in this License Agreement.

#### **4. Fees and Payments.**

- a. Licensee has elected the License level and agrees to pay the annual License fees on the terms listed on the License Order Form (Exhibit A). Any sales and use taxes shall be Licensee's sole responsibility.
- b. Licensee agrees to pay a late charge equal to ten percent (10%) of the invoice amount on any and all payments owing under this License Agreement that become thirty days past the due date set forth on the License Order Form (Exhibit A) or as otherwise stated in this License Agreement.

**5. Automatic Renewal.** This License Agreement shall automatically renew unless Licensee gives DrillingInfo its written Notice of Election Not to Renew on or before the Termination Date of Contract set forth at Exhibit A. Such notice shall be given according to the requirements of Section 24 of this License Agreement. DrillingInfo shall endeavor to send Licensee a reminder that the License Agreement renewal election date is approaching; however, if DrillingInfo fails to send such a reminder or Licensee fails for any reason to receive such reminder, Licensee shall nevertheless be responsible for making a timely election not to renew. The License Fee for any License renewed automatically shall be the fee in effect for the level and scope of license at the date of renewal.

**6. Password Disclosure.** If, at any time, Licensee, or any of Licensee's Licensed Users, learns or suspects that any of its passwords has been disclosed or otherwise made known to any person other than a Licensed User, Licensee agrees to notify DrillingInfo immediately at 512-477-9200 and to confirm such notice in writing or by email at support@drillinginfo.com within seventy-two (72) hours. Upon receiving such notice, DrillingInfo will assign a new password to Licensee within a reasonable period of time.

**7. Changes in the DrillingInfo System.** DrillingInfo reserves the right to modify the DrillingInfo System during the term of this License Agreement. If DrillingInfo makes any such material modifications, DrillingInfo shall use reasonable efforts to notify Licensee by facsimile, newsletter, or, if available, network message in advance of or concurrent with such changes. Such modifications may include, without limitation, implementation of user priorities, implementation of rules for use by Licensee, and discontinuance of functional aspects of the DrillingInfo System. DrillingInfo may also add, withdraw or modify databases within the DrillingInfo System or services provided through the DrillingInfo System at any time in its sole discretion. All notices and statements described above shall be displayed on-line, and such display shall constitute effective notice under this License Agreement on the day DrillingInfo places them on the DrillingInfo System.

**8. Delays in Services (Force Majeure).** Neither DrillingInfo nor any of its licensors, service providers or service sponsors, including its and their officers, directors, employees, affiliates, agents, representatives or subcontractors shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or to other like causes. DrillingInfo shall have no responsibility to provide Licensee access to the DrillingInfo System during interruption of the DrillingInfo System due to any such 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 Licensee 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 licensees for a continuous period of time.

**9. Successors and Assigns.** Licensee shall not transfer or assign this License Agreement or any of the rights or obligations conferred by this License Agreement without DrillingInfo's express written permission. Under no circumstance shall such transfer or assignment discharge Licensee's obligations under this License Agreement. To the extent that Licensee makes a permitted transfer or assignment, this License Agreement shall be binding on and inure to the benefit of any such permitted successor or assignee. Any transfer or assignment made without DrillingInfo's prior written permission shall be deemed a termination of the License Agreement.

**10. Termination.** This License Agreement and the license rights granted under it shall remain in full force and effect during the term set forth on the License Order Form (Exhibit A). DrillingInfo shall have the right to terminate in its sole discretion this License Agreement immediately for any of the following causes:

- a. Licensee fails to make any payment to DrillingInfo, its services providers or service sponsors, when due;
- b. Any unauthorized access or use by Licensee, including, without limitation: (i) concurrent access of the DrillingInfo System with identical user identification numbers; (ii) permitting another person or entity who is not a Licensed User under this Agreement to use Licensee's user identification number or password to access the DrillingInfo System; (iii) transmitting information from the DrillingInfo System to another person or entity who is not a Licensed User of the DrillingInfo System; or (iv) any other access or use of the DrillingInfo System except as expressly provided in this Agreement;
- c. Licensee assigns, transfers or attempts to assign or transfer any rights granted to Licensee under this License Agreement to a non-Licensee or other non-affiliated Licensee without DrillingInfo's express written permission;
- d. Licensee fails to abide by the rules and regulations relating to the use of, or tamper with or alter any of the software or data files contained in, or accessed through, the DrillingInfo System;
- e. Licensee transmits or receives, using the DrillingInfo System or causes the transmission or receipt of any pornographic, obscene, disparaging, defamatory, or libelous information of any nature or form whatsoever, with respect to any other user, company, or any other person or business entity. DrillingInfo, at its sole discretion, shall determine whether any information transmitted or received violates this provision; or
- f. Licensee materially violates any of the other terms and conditions of this License Agreement.

Upon the termination of this License Agreement, Licensee shall have no further access to the DrillingInfo System. If this Agreement is terminated pursuant to this Section 10, DrillingInfo may pursue any and all remedies available to it under this Agreement, at law, or in equity. Such remedies are cumulative, and in addition to any remedies available at law or equity. Licensee's obligations at termination of this License Agreement are set forth on the License Order Form (Exhibit A).

#### 11. Monitoring and License of Posted Content.

- a. Licensee acknowledges that DrillingInfo does not pre-screen content posted to the site; however, DrillingInfo and its designees shall have the right, but not the obligation, in their sole discretion to refuse or move any content that is available via the DrillingInfo System.
- b. Licensee acknowledges that DrillingInfo reserves the right to monitor any information transmitted or received through the DrillingInfo System. DrillingInfo, at its sole discretion and without notice to Licensee, may review, censor or prohibit the transmission or receipt of any information which DrillingInfo deems inappropriate (such as that specified in Section 10(e)) or that violates any term or condition of this Agreement.
- c. With respect to all content which Licensee elects to post to the "DrillingInfo Marketplace" or "Local Expert Listing" areas of the DrillingInfo System, Licensee hereby grants DrillingInfo the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content, in whole or in part, worldwide or to incorporate it in other works in any form, media, or technology now known or later developed.
- d. With respect to all content which Licensee elects to post to the "Virtual Scout," "Saved Searches," "Lease Reconciliation," "Saved Economic Reports," "MyInfo," "DNA," areas of the DrillingInfo System, or any other future software locations provided by DrillingInfo for its customers to post proprietary content, DrillingInfo recognizes that such posted information shall remain Licensee's sole property, and Licensee agrees that DrillingInfo is merely a provider of disk space and integration services for hosting.

**12. Equipment and Operation.** Licensee shall provide and maintain all telephone and other equipment necessary to access the DrillingInfo System. The costs of any such equipment and telephone connections or use, including any applicable taxes, shall be borne solely by Licensee. Licensee is responsible for operating its own equipment and for familiarity with the information (e.g., calculations and reports) used with or available through the DrillingInfo System. DrillingInfo reserves the right to refuse assistance or to charge additional fees if Licensee seeks assistance from DrillingInfo with respect to such basic background information or any other matters not directly relating to the operation of the DrillingInfo System.

#### 13. LIMITED WARRANTY AND LIABILITY.

- a. DrillingInfo represents and warrants that it has the right to provide Licensee the information in the DrillingInfo System. Licensee acknowledges that the information provided through the DrillingInfo System is compiled from sources which are beyond the control of DrillingInfo. Though such information is recognized by the Parties to be generally reliable, the Parties acknowledge that inaccuracies may occur and DrillingInfo and its licensors do not warrant the accuracy or suitability of the information. **FOR THIS REASON, LICENSEE ACKNOWLEDGES THAT THE DRILLINGINFO SYSTEM IS PROVIDED TO LICENSEE ON AN "AS IS, WITH ALL FAULTS" BASIS. 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, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF NON-INFRINGEMENT, (SUBJECT TO THE INDEMNIFICATION SET FORTH IN SECTION 13d) ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT. FURTHER, DRILLINGINFO AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE DRILLINGINFO SYSTEM WILL MEET LICENSEE'S REQUIREMENTS OR ARE SUITABLE FOR LICENSEE'S NEEDS.**

b. Under this License Agreement, Licensee assumes all risk of errors and omissions in the DrillingInfo System, including the transmission or translation of information. Licensee assumes full responsibility for implementing sufficient procedures and checks to satisfy its requirements for the accuracy and suitability of the DrillingInfo System, including the information, and for maintaining any means which Licensee may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided under the License Agreement. Licensee agrees that DrillingInfo and its licensors, including its and their officers, directors, employees, affiliates, agents, representatives or subcontractors shall not in any event be liable for any special, incidental or consequential damages arising out of the use or inability to use the DrillingInfo system for any purpose whatsoever. Certain laws (e.g., consumer laws) may confer certain rights that prohibit exclusion of implied warranties, or the exclusion or limitation of certain damages. If such laws apply, the exclusions or limitations set forth immediately above may not apply to Licensee to the extent required by such laws.

c. **Except for claims involving intellectual property infringement as provided in Section 13d**, Licensee shall indemnify, defend and hold harmless DrillingInfo, including its officers, directors, employees, affiliates, agents, representatives or subcontractors from and against any claims brought by persons or entities other than the Parties arising from or related to Licensee's access to and use of the DrillingInfo System, including any information obtained through the DrillingInfo System.

d. DrillingInfo shall indemnify, hold harmless, and defend Licensee against any claim or action brought against it to the extent that such action is based on a claim that the unmodified DrillingInfo System, when used in accordance with this Agreement, infringes a United States copyright or patent. DrillingInfo shall pay all costs, settlements and damages finally awarded; provided that Licensee promptly notifies DrillingInfo in writing within ten (10) days of any claim, gives DrillingInfo sole control of the defense and settlement of such claim, and provides all reasonable assistance in connection with such defense or settlement. If the DrillingInfo System or any part of the DrillingInfo System is adjudged to infringe, or in DrillingInfo's opinion is likely to become the subject of such a claim, DrillingInfo shall, at its option, either: (i) procure for Licensee the right to continue using the DrillingInfo System, or (ii) modify or replace the DrillingInfo System to the extent necessary to make it so that it does not infringe. If DrillingInfo cannot perform either (i) or (ii), then it may terminate this License Agreement and refund the proportionate part of the License fee for the portion of the service which would have been received following the date of termination. DrillingInfo shall have no liability regarding any claim arising out of: (1) use of other than a current, unaltered release of the DrillingInfo System, unless the infringing portion is also included in the then current, unaltered release, (2) use of the DrillingInfo System in combination with non-DrillingInfo software, data or equipment if the infringement was caused by such use or combination, (3) any modification or derivation of the DrillingInfo System not specifically authorized in writing by DrillingInfo, or (4) use of third party software. The foregoing states the entire liability of DrillingInfo and the exclusive remedy relating to infringement or claims of infringement of any copyright or patent right by the DrillingInfo System.

e. **NOTWITHSTANDING THE OTHER PROVISIONS OF THIS SECTION 13, IF THERE SHALL AT ANY TIME BE OR ARISE ANY LIABILITY ON THE PART OF DRILLINGINFO OR ITS LICENSORS BY VIRTUE OF THIS LICENSE AGREEMENT OR BECAUSE OF THE RELATIONSHIP ESTABLISHED BETWEEN THE PARTIES, WHETHER DUE TO THE NEGLIGENCE OF DRILLINGINFO OR ITS LICENSORS OR OTHERWISE. DRILLINGINFO'S LIABILITY IS AND SHALL BE LIMITED TO A SUM EQUAL IN AMOUNT TO THE SUMS ACTUALLY PAID TO DRILLINGINFO BY LICENSEE UNDER THE TERMS OF THIS AGREEMENT, AS LIMITED DAMAGES AND NOT AS A PENALTY. THIS LIMITATION OF LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. IF LICENSEE WISHES TO INCREASE THE AMOUNT OF THE POSSIBLE LIMITED DAMAGES, IT MAY OBTAIN A HIGHER LIMIT FROM DRILLINGINFO BY PAYING PROPORTIONATELY INCREASED LICENSE FEES UNDER THIS AGREEMENT. DRILLINGINFO WILL PROVIDE LICENSEE A SCHEDULE OF SUCH INCREASED FEES AND RELATED MAXIMUM LIABILITY UPON REQUEST.**

f. The provisions contained in this Section 13 shall survive termination of this Agreement, except when superseded by a subsequent agreement between the Parties.

**14. Dealings with Advertisers.** Licensee's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the DrillingInfo 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 Licensee and such advertiser. Licensee 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 such advertisers on the DrillingInfo System.

**15. Links.** The DrillingInfo System or third parties may provide links to other websites or resources. Because DrillingInfo has no control over such websites and resources, Licensee acknowledges and agrees that DrillingInfo is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Licensee 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 such content, goods or services available on or through any such site or resource.

**16. Third Party Content.** Licensee acknowledges that DrillingInfo does not pre-screen content posted by a third party. Licensee agrees that it must evaluate, and bear all risks associated with, the use of any such content posted by a third party, including any reliance on the accuracy, completeness, or usefulness of such content. Accordingly, Licensee acknowledges that it may not rely on any such third party content.

**17. Successors and Assigns.** This License Agreement shall be binding on and inure to the benefit of any permitted successor or assign of the Parties.

**18. No Conflicting Terms.** If any of the terms and conditions of this License Agreement conflict with any comparable terms and conditions contained in any help text, manual or other document, the term or condition in this License Agreement shall prevail and govern, regardless of whether such other document originated prior or subsequent to this License Agreement, or was signed or acknowledged by any director, officer, employee, representative or agent of DrillingInfo.

**19. Attorney's Fees.** If either party initiates litigation to enforce any of the provisions of this License 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.

**20. Governing Law; Limitations; Venue.** This License 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. To the extent allowed by applicable law, any claims or causes of action arising from or relating to access and use of the DrillingInfo System contemplated by this License Agreement must be instituted within the lesser of two (2) years from the date upon which such claim or cause arose or accrued. Any such claim or cause of action must be brought in the state or federal courts located in Austin, Travis County, Texas. Licensee agrees to submit to the exclusive personal jurisdiction of such courts and, if Licensee does not reside or have a registered agent for service of process in the State of Texas, Licensee 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 this License Agreement.

**21. Severability.** If a court of competent jurisdiction determines that any provision of this License Agreement is unlawful or unenforceable in any respect, the court shall reform the License 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 this License Agreement as reformed.

**22. Survivability.** Sections 3b, 3d, 3e, 3f, 3g, 4a, 13, 19, 20, 21, 23, 24, and 26 shall survive the termination of this License Agreement.

**23. Entire Agreement; Construction; Amendment; Waiver.** This License Agreement and any License Order Form(s) attached as Exhibit A 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. This License Agreement shall be construed as if both Parties equally participated in its drafting, and thus shall not be construed against its drafter. This License Agreement may be modified only in a subsequent written agreement signed by both Parties. No waiver of any provision of this License 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.

**24. Notices.** Unless otherwise provided in this License Agreement, all notices or communications of any type required or permitted by this License Agreement, including Licensee's Notice of Election Not to Renew (see Section 5), but excluding routine billings or correspondence, shall be made by Licensee to DrillingInfo at its corporate offices at the address listed on the DrillingInfo System at the section titled Contact Us and by DrillingInfo to Licensee as set forth on Licensee's current License Order Form (Exhibit A). 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. Licensee shall have the right to change its address for purposes of receiving notices under this License Agreement and give notice of such change of address as set forth in this Section.

**25. Headings.** The headings appearing in this License Agreement are included for the convenience of the Parties and shall not be used to define, limit, enlarge or interpret the scope of this License Agreement or any of its provisions.

**26. Relationship of the Parties.** Nothing in this License Agreement and Exhibit(s) 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 this License Agreement.

**27. Electronic Execution.** Unless otherwise required as set forth on the License Order Form (Exhibit A), DrillingInfo contemplates that Licensee will execute this License Agreement electronically by acknowledging the terms and conditions of this License Agreement when Licensee logs into the DrillingInfo System for the first time after purchasing a new License or renewing an existing License. Licensee will be required to acknowledge and agree to the terms of this License Agreement before being allowed to access the Drilling Info System. Such online acknowledgement shall constitute full acceptance of the terms and conditions of this License Agreement. Licensee shall be able to obtain a copy of this License Agreement and Licensee's current License Order Form (Exhibit A) by requesting a copy from DrillingInfo or by downloading or printing a copy from the Drilling Info System website.

**THE PARTIES cause this License Agreement to be executed by their duly authorized representatives.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DRILLING INFO, INC.**

**LICENSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Robert L. Kay, Executive Vice President