

PIDX TRADEMARK GUIDELINES

1. **Introduction.** These PIDX Trademark Guidelines (the “**Trademark Guidelines**”) govern how you or the entity you represent (“**you**”) may use the trademarks owned or licensed by the Petroleum Industry Data Exchange, Inc. (“**PIDX**,” “**we**,” “**us**” or “**our**”). These Trademark Guidelines provide you a limited permission to use the PIDX Marks (defined in **Section 2** below), in connection with your use of any Standards (as defined in the Petroleum Industry Data Exchange, Inc. End User License Agreement (the “**Agreement**”)), or in connection with any products, software, publications, goods or services designed to be used with the Standards, on the terms set forth herein until such time as we may terminate such permission. The PIDX Marks are some of our most valuable assets and these Trademark Guidelines are intended to preserve the value attached to the PIDX Marks.


2. **Defined Terms.**

(a) **PIDX Marks.** “**PIDX Marks**” means the following trademarks, service marks, service or trade names, logos, product names, or designations of PIDX and its affiliates, including:

(i) the trademark and service mark “PIDX,” Registration Number 4001321, Registration Date July 16, 2011;

(ii) [all published logos on the website www.pidx.org]

(iii) the [“Powered by PIDX”] [“Works with PIDX”] [“Built with PIDX”] [“Made Better with PIDX”] [“Connects with PIDX”] [“Utilizing PIDX

Standards”] phrases and logo in the following forms (the “**Logo**”):  and



(iv) “Petroleum Industry Data Exchange”, “Petroleum Industry Data Exchange, Inc.”, “PIDX”, (the “**PIDX Names**”); and

(v) the any Standards listed on the PIDX web site (<https://pidx.org/standards/>) including but not limited to: “Field Ticket,” “Invoice,” “Payment,” “Petroleum Industry Data Dictionary (PIDD),” “Petroleum Industry Glossary (PIG),” “Price Sheet,” “Purchase Order,” “Shipping,” “Transfer Protocol,” and “Downstream Codes.” (the “**PIDX Standards Names**”).]

(b) **Your Content.** “**Your Content**” means any software (including machine images), data, text, audio, video, images or other content, in any form or media, created by you and on or in which you use or desire to use one of the PIDX Marks.

(c) Other Terms. Other capitalized terms not defined herein have the meaning given them in the Agreement.

3. Limited Permission.

(a) Grant of Permission. Provided that you comply at all times with the terms of both the Agreement and these Trademark Guidelines, we grant you a limited, non-exclusive, non-transferable permission, under our intellectual property rights in and to the PIDX Marks, and only to the limited extent of our intellectual property rights in and to the PIDX Marks, to use the PIDX Marks for the following limited purpose, and only for such limited purpose: you may utilize the Logo or the appropriate form(s) of the “for” or equivalent naming convention or URL naming convention, as set forth in **Section 9** below, to: (i) identify Your Content as using or being associated with the Standards; or (ii) to identify software tools or applications that you create and distribute that are intended for use in connection with the Standards or that are compatible with the Standards.

(b) Use at Your Risk. Without limitation of any provision in the Agreement, you acknowledge that any use that you elect to make of the PIDX Marks, even if permitted hereunder, is at your sole risk and that we shall have no liability or responsibility in connection therewith.

(c) No other Use; No Transfer. Your limited permission to use the PIDX Marks is a limited permission and you may not use the PIDX Marks for any other purpose. You may not transfer, assign or sublicense your limited permission to use the PIDX Marks to any other person or entity.

(d) Other Requirements. Your use of the PIDX Marks shall comply with: (i) the most up-to-date versions of the Agreement and these Trademark Guidelines; and (ii) any other terms, conditions or policies that we have issued or may issue from time to time to govern use of the PIDX Marks.

(e) Termination of Permission. Your limited permission to use the PIDX Marks hereunder shall automatically terminate and you must immediately stop using the PIDX Marks if at any time: (i) PIDX is no longer authorized to license or sublicense the PIDX Marks; or (ii) Your Content no longer uses any of the Standards, or your software products cannot be used with any of the Standards, as applicable.

(f) Indemnification. Neither PIDX nor any Member, Participant, agent, representative, publisher or distributor of PIDX, nor any of their respective directors, officers, employees, agents, representatives or owners (collectively, “**PIDX Indemnified Parties**”) shall have any liability for, and you and the entity you represent shall defend, indemnify and hold each of the PIDX Indemnified Parties harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys’ fees) based upon or arising out of (i) the use or possession of any of the PIDX Marks by you and/or any of your directors, officers, employees, representatives, agents or contractors, regardless of (1) the nature of the claim and including without limitation claims of infringement of any valid copyright, trademark or other intellectual property right of any third party in or to a PIDX Mark, (2) whether the PIDX Mark has

or has not been modified prior to such use or possession ,or (3) whether the claim is based all or in part on a claim of negligence on the part of any of the PIDX Indemnified Parties, or (ii) any breach by you or the entity you represent of these Trademark Guidelines. **YOU AND THE ENTITY YOU REPRESENT ACKNOWLEDGE AND AGREE THAT THE FOREGOING INDEMNITY OBLIGATION IS INTENDED TO INCLUDE AND DOES INCLUDE THE AGREEMENT OF YOU AND THE ENTITY YOU REPRESENT TO INDEMNIFY PIDX FOR ITS OWN NEGLIGENCE.**

4. Modification and Termination. You understand and agree that, without prior notice to you and at our sole discretion:

- (a) we may modify these Trademark Guidelines at any time;
- (b) we may modify or terminate your limited permission to use the PIDX Marks, at any time in our sole discretion, for any reason or for no reason at all; and
- (c) we reserve the right to take any and all actions including, without limitation, legal proceedings, against any use of the PIDX Marks that does not comply with the terms of the Agreement or these Trademark Guidelines.

5. No Affiliation or Endorsement. You will not display the PIDX Marks in any manner that implies that you are related to, affiliated with, sponsored or endorsed by us, or in a manner that could reasonably be interpreted to suggest that Your Content, web site, product or service, has been authored or edited by us, or represents our views or opinions.

6. No Disparagement. You may only use the PIDX Marks in a manner designed to maintain the highest standard, quality and reputation that is associated with the PIDX Marks and you will not use the PIDX Marks to disparage us or our products or services.

7. No Dominant Display; PIDX Mark Differentiation. You may not display any PIDX Mark as the largest or most prominent trademark in any materials (including, without limitation, any web site or product literature) associated with Your Content, software tool or other software application. When using any PIDX Mark (other than the Logo, with respect to which the formatting requirements are set forth in **Section 8** below, or in a URL), you must distinguish the PIDX Mark from the name of Your Content and/or other surrounding text by capitalizing or italicizing the entire PIDX Mark, placing the PIDX Mark in quotes, or using a different style or color of font for the PIDX Mark.

8. Formatting Requirements with Respect to the Logo.

(a) No Modification. We will make the Logo image available to you from the following page on the PIDX web site: <https://pidx.org/standards/>. You may not remove, distort or modify any element of the Logo; provided however, you may transform the file format itself, for ease of use.

(b) Spacing. The Logo must appear by itself, with reasonable spacing (at least the height of the Logo) between each side of the Logo and other graphic or textual elements.

(c) **Size.** The Logo, as shown in Section 2 of these Trademark Guidelines, indicates the minimum size at which you may display it to ensure that the type and trademark notations are legible. The minimum size for the Logo shall be 1.25” or 32 mm for print, or 125 pixels for on-screen display.

9. **Permissible Uses of the PIDX Marks.** Except for the Logo (with respect to which the formatting requirements are set forth above), you may only use the PIDX Marks:

(a) in a relational phrase using “for” or one of the limited number of equivalent naming conventions, as set forth below; or

(b) to the right of the top level domain name in a URL in the format set forth below.

Relational Phrases

Example of Permissible Use:

“Application Name” for PIDX

Equivalents:

You may replace “for” in the example above with any of the following, so long as the term you use is accurate when used with the PIDX Marks you use: “for use with”; “with”; “compatible with”; “works with”; “powered by”; “built on”; “built with”; “developed on”; “developed with”; or similar equivalents in other languages.

You may replace “PIDX” in the examples above with any of the PIDX Marks, so long as your usage of the PIDX Marks is accurate.

URLs

Example of Permissible Use:

www.applicationdomain.com/pidx

Equivalents:

You may replace “pidx” in the example above with any of the PIDX Marks, so long as your usage of the PIDX Marks is accurate.

Hyperlinking. You shall link each use of the PIDX Marks directly to the following URL, wherever technically feasible: <http://www.pidx.org>. You may, alternatively, link to the appropriate “Our Standards” or “Schema Standards” page that links to the Standard used by Your Content, and if you do so, you must link to the primary URL for such page (either <https://pidx.org/standards/> or <https://pidx.org/standards/schemas/>, as applicable). You may open the URL in a new browser window. You may not link the PIDX Marks to any web site other than those listed in this **Section 10**. You may not frame or mirror any of our web site pages.

10. **No Combination.** You may not hyphenate, combine or abbreviate the PIDX Marks. You shall not incorporate the PIDX Marks into the name of your organization, or your services, products, trademark or logos. The foregoing prohibition includes the use of the PIDX Marks in the name of any application, service or product or in a URL to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.). For example, URLs such as "pidx.mydomain.com" or "[name of PIDX Standard].net" are expressly prohibited.

11. **Attribution.** You must include the following statement in any materials that include the PIDX Marks: "Petroleum Industry Data Exchange, PIDX, the " _____ " logo, and [name any other PIDX Marks used in such materials] are trademarks of Petroleum Industry Data Exchange, Inc. or its affiliates in the United States and/or other countries." In addition, any use of the PIDX Names must be designated with a clear "tm" (trademark) notice

12. **No Misleading Use.** You may not display the PIDX Marks in any manner that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable as determined by us in our sole discretion.

13. **Trade Dress.** You may not imitate the trade dress or "look and feel" of any of our web sites or pages contained in any of our web sites, including without limitation, the branding, color combinations, fonts, graphic designs, product icons or other elements associated with us.

14. **Compliance with Law; Appropriate Activities.** You may not use the PIDX Marks in any manner that violates any United States or foreign, federal, state, provincial, municipal, local or other, law or regulation. Without limiting the foregoing, or any provision in the Agreement, you may not display any PIDX Mark on your site if your site contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

15. **Reservation of Rights.** Except for the limited permission specified in **Section 3** above, nothing in the Agreement or these Trademark Guidelines shall grant or be deemed to grant you any right, license, title or interest in or to any PIDX Mark or any of our or our affiliates' other trademarks, service marks, trade names, logos, product names, service names, legends, other designations, or abbreviations of any of the foregoing. You acknowledge and agree that we and our affiliates retain any and all intellectual property and other proprietary rights in and to the PIDX Marks. All use by you of the PIDX Marks including any goodwill associated therewith, shall inure to the benefit of PIDX.

16. **No Challenges.** You agree that you will not, at any time, challenge or encourage, assist or otherwise induce third parties to challenge the PIDX Marks (except to the extent such restriction is prohibited by law) or our registration thereof, nor shall you attempt to register any trademarks, service marks, trade names, logos, product names, service names, legends, domain names, other designations, or abbreviations of any of the foregoing, or other distinctive brand features that are confusingly similar in any way (including, but not limited to, sound, appearance and spelling) to the PIDX Marks.

17. **Contact Information.** If you have questions regarding your obligations under these Trademark Guidelines or questions about any PIDX Mark, please contact or write to us at: PIDX International, Attention: Trademarks, 3 Riverway, Suite 1810 Houston, Texas 77056.