

Petroleum Industry Data Exchange, Inc. End User License Agreement

This Agreement describes the terms and conditions for use of any Standard that may be downloaded from this website or otherwise obtained from PIDX.

ALL STANDARDS ARE COPYRIGHTED AND LICENSED (NOT SOLD). BY ACCESSING, DOWNLOADING, INSTALLING OR USING ANY STANDARD(S), YOU ARE ACCEPTING AND AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT ON BEHALF OF YOURSELF INDIVIDUALLY AND ANY ORGANIZATION(S) ON WHOSE BEHALF YOU ARE ACTING. IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT OR DO NOT HAVE AUTHORITY TO BIND SUCH ORGANIZATION(S), PRIOR TO DOWNLOADING, OPENING OR COPYING TO YOUR COMPUTER OR OTHERWISE ACCESSING OR USING ANY STANDARD(S), YOU MUST NOT ACCESS, DOWNLOAD, INSTALL OR USE SUCH STANDARD(S).

1. Defined Terms.

(a) **Affiliate.** As to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with that Person

(b) **Agreement.** This PIDX End User License Agreement.

(c) **Antitrust Guidelines.** The PIDX Antitrust Guidelines, which may be reviewed online at www.pidx.org/antitrust.

(d) **Bylaws.** The Bylaws of PIDX, which may be reviewed online at www.pidx.org/bylaws.

(e) **Contribution.** Any business or technical information, statement, material, document, work of authorship, idea, process, invention, improvement or know-how, in whatever form (collectively "**Information**") disclosed by you in connection with any PIDX Standards Development Activity for the purpose of including such Information in a Standard, including but not limited to proposals for new Standards, or modifications, enhancements or developments of an existing Standard.

(f) **Control.** "Control" (including, with correlative meanings, the terms "Controlled by" and "under common Control with"), as used with respect to any Person or group of Persons, means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting ownership interests of such Person.

(g) **Electronic Business Documents.** The electronic documents listed or described in Subsections (i) – (xiv) of Section (h) below (definition of Electronic Commerce).

(h) **Electronic Commerce.** The transmission and receipt of electronic data and documents relating to the purchase or sale of goods or services in the upstream or downstream oil and natural gas industry and exchanged between trading partners at any point within their respective sales to payment cycle, whether directly or via a third party service provider, including all electronic data and documents related, attached, responsive or ancillary to:

- (i) Procurement;
- (ii) Catalogs and catalog content;
- (iii) Requests for Proposals (RFPs), Information (RFIs), Quotations (RFQs) or similar requests (RFx);
- (iv) Bid qualifications;

- (v) Bids, offers or solicitations;
- (vi) Contracts;
- (vii) Contract compliance and management;
- (viii) Orders;
- (ix) Sales;
- (x) Shipping and delivery;
- (xi) Field tickets;
- (xii) Taxes;
- (xiii) Invoices; and
- (xiv) Accounts receivable and financing.

But excluding:

- (xv) Electronic Payments;

(xvi) Data and activities relating to either trading partner's internal research, development, production or other businesses not included in an Electronic Business Document exchanged with another trading partner; and

(xvii) The technology, methods, processes, inventions, know how, patents, ideas or other intellectual property used in the underlying commercial transactions described in the Electronic Business Documents or to generate, collect or analyze the data contained in the Electronic Business Documents.

(i) **Member.** A Person that has met the qualifications for membership in PIDX as provided in the Bylaws.

(j) **Participant.** Any Person that participates in a Standards Development Activity (whether by providing comments, attending meetings or otherwise).

(k) **Permitted Use.** Any lawful purpose in furtherance of you or your Organization's lawful business or activities, including Electronic Commerce activities and Standards Development Activities, that does not (i) infringe on the intellectual property rights of PIDX, its licensors or any third parties or (ii) violate the terms of this Agreement.

(l) **Person.** Any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, proprietorship, other business organization, trust, or other entity.

(m) **PIDX.** Petroleum Industry Data Exchange, Inc., a nonprofit corporation organized under the laws of the State of Texas.

(n) **Procedures.** The PIDX Procedures for Standards Development, which may be reviewed online at www.pidx.org/procedures.

(o) **Organization.** Any Person on whose behalf you are accessing or using any Standard(s), along with the Affiliate(s) of such Person.

(p) **Standard.** The terms and conventions for (a) electronically formatting, describing, categorizing, organizing, defining, abbreviating or presenting electronic data and Electronic Business Documents during their use in Electronic Commerce, and (b) structuring and organizing the transmission, receipt and exchange of electronic data and Electronic Business Documents during their use in Electronic Commerce, but excluding:

(i) The data, the information contained in the data, and all intellectual property rights of trading partners in such data and information; and

(ii) The hardware, software, systems or inventions used to (a) create, use, or consume such electronic data or Electronic Business Documents or (b) physically send, receive or store such electronic data or Electronic Business Documents.

Standards may be published in any of the forms described in Section 5 of the Procedures. "Standard" includes both distinct parts of any individual Standard and composite packages of multiple Standards.

(q) **Standards Development Activities.** All PIDX activities, including activities of Members and Participants, relating to the development, modification, review or withdrawal of Standards.

(r) **You.** The term "You" (whether capitalized or not) means both you individually, and your Organization (if any).

2. **Grant of License.** Subject to the provisions contained herein, PIDX grants you a non-exclusive, non-transferable, royalty-free license to the Standard as described in this Section 2.

(a) **License for Use within Standards Development Activities.** PIDX hereby grants to each Member and Participant in a Standards Development Activity, to the greatest extent that PIDX is permitted to do so, a non-exclusive, royalty-free, worldwide right and license under all copyrights and rights of authors granted to PIDX:

(i) to copy, publish, display and distribute any Standard, in whole or in part, as part of a Standards Development Activity;

(ii) to translate any Standard, in whole or part, into other languages as part of a Standards Development Activity; and

(iii) to modify or prepare derivative works of any Standard (unless explicitly disallowed in the notices contained in the Standard), in whole or in part, as part of a Standards Development Activity.

(b) **Licenses for Use Outside of Standards Development Activities.** PIDX hereby grants to each person who wishes to exercise such rights and who agrees to abide by the terms of this Agreement, to the greatest extent that it is permitted to do so, a non-exclusive, royalty-free, worldwide right and license under all copyrights and rights of authors:

(i) to use any Standard without modification for any Permitted Use;

(ii) to copy, publish, display and distribute any Standard thereof without modification for any Permitted Use, provided that:

(1) the Standard is clearly attributed to PIDX and any portion thereof copied, published, displayed or distributed separately identifies the Standard from which it is taken; and

(2) the Standard contains all PIDX legends, legal notices and indications of authorship required by this Agreement.

(c) **Licenses that Are Not Granted.** The following licenses are not granted pursuant to this Agreement:

(i) any right to use any Standard, whether during the term of this Agreement or at any time thereafter, directly or indirectly, for any purpose other than a Permitted Use or the other purposes described in Sections 2(a) and 2(b);

(ii) any right to use any Standard in a manner which represents or implies to third parties that PIDX endorses you or your Organization;

(iii) any right to use any Standard in a manner which represents or implies to third parties that you or your Organization are the owner of the Standard;

(iv) any right to establish, or seek to establish, products or materials that compete with any Standard (i.e. you may not without PIDX's written permission use a Standard to develop and make available standards that compete with Standards);

(v) any license to modify any Standard or create derivative works based on the Standard in any context outside of a Standards Development Activity;

(vi) any license to copy, publish, display or distribute any Standard without the required legends and notices described in this Agreement;

(vii) any right to sell, sublicense, assign or transfer to third parties any right in any Standard; or

(viii) any right to charge a royalty or fee for the use of a Standard or any derivative thereof.

(d) **Requesting Additional Rights.** Anyone who wishes to request license rights from PIDX in addition to those granted under this Agreement may submit such request to info@pidx.org. Such requests may be considered by PIDX in its sole discretion.

(e) **Copyright; Title.** You acknowledge and agree that the Standard is proprietary to PIDX protected under U.S. copyright law and international copyright treaties. You further acknowledge and agree that all right, title and interest in and to the Standard, including all intellectual property rights, are and shall remain with the PIDX, except for the limited non-exclusive license rights expressly set forth in this Agreement.

(f) **No Patent Rights.** The license granted to you under this Agreement shall not be deemed to grant any right under any patent, patent application or similar intellectual property right.

(g) **No Trademark Rights.** The license granted to you under this Agreement shall not be deemed to grant any trademark or similar right to use any of the trademarks owned by PIDX, except and solely to the extent that this Agreement or PIDX requires that such marks must be displayed on a Standard.

(h) **No Right to Export.** You may not load or export or re-export any Standard or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

(i) **Agreement Not to Assert Intellectual Property Rights.** In consideration of the license being granted to you under this Section 2, you agree, both during the term of this Agreement and thereafter, not to do any of the following, directly or indirectly:

(i) assert any intellectual property rights against PIDX or its licensors in relation to any Standard;

(ii) attempt any registration of any Standard; or

(iii) attempt to dilute the value of any goodwill attaching to any Standard.

(j) **Ownership of Modifications.** If you submit any Contributions to PIDX, whether through a Standards Development Activity or otherwise, and PIDX modifies a Standard based on such Contributions, you agree that PIDX will solely and exclusively own the modified version of the Standard.

(k) **Violation by other Parties.** In the event that you learn of a breach by a third party that you reasonably believe is bound by this Agreement, you agree to notify PIDX promptly of such breach and to use reasonable efforts to provide such additional information regarding the breach as is requested by PIDX.

(l) **Prior Standards.** You acknowledge and agree to the following:

(i) PIDX standards previously were published and licensed by a prior organization using the name "PIDX" (such standards being referred to as the "**Prior PIDX Standards**"). PIDX now has the exclusive right to publish standards under the "PIDX" name.

(ii) PIDX is not the legal successor of such prior organization, and assumes none of the obligations or liabilities of such prior organization. PIDX has no responsibility, obligation or liability with respect to the Prior PIDX Standards or your use of them. You agree not make any use of the Prior PIDX Standards that would not be allowed under this Agreement with respect to Standards.

(m) **Copyright and License Notice.** If you publish, copy, display or distribute any Standard, such Standard must be accompanied by the following notice:

© PIDX, Inc. 2011. Use of this copyrighted material is subject to the PIDX End User License Agreement available at www.pidx.org/license. Each user agrees to such End User License Agreement by making any use of the copyrighted material.

(n) **Continued Use after Violation.** Your right to use the Standards on a royalty-free basis is contingent upon your adherence to the terms of this Agreement. In the event you use the standards for commercial purposes in breach of this Agreement, PIDX reserves the right to charge, and you agree to pay, as liquidated damages (and in addition to any other remedy PIDX may have under this Agreement or otherwise), a license fee in the amount reasonably determined by PIDX. In the event your unauthorized use of a Standard involves charging fees to others for the use of the Standard, such liquidated damages shall be no less than the amounts so charged.

(o) **Tax-Exempt Status of PIDX.** You agree not to make use of Standards in a manner that violates any requirements imposed on PIDX as a tax-exempt 501(c)(6) organization.

(p) **Representation of Standards.** You agree to not represent to any Person that a Standard is a PIDX Standard or that your organization is using PIDX Standard unless the Standard is used in its unmodified form as published by PIDX.

3. **Intellectual Property.**

(a) **Disclaimer of Warranties.** ALL STANDARDS AND THE INFORMATION CONTAINED THEREIN ARE PROVIDED ON AN “AS IS” BASIS AND PIDX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, APPROPRIATENESS, RELIABILITY, TIMELINESS, USEFULNESS, OR OTHERWISE OF ANY STANDARD, (II) ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (III) ANY WARRANTIES THAT A STANDARD WILL BE ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT ANY WEBSITE, SERVER OR OTHER LOCATION FROM WHICH YOU OBTAIN A STANDARD IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF ANY STANDARD WILL BE BORNE BY YOU. SHOULD A STANDARD PROVE DEFECTIVE IN ANY RESPECT, YOU, AND NOT PIDX, ASSUMES THE ENTIRE RISK ASSOCIATED THEREWITH AND THE ENTIRE COST OF ANY SERVICE AND/OR REPAIR. THE DISCLAIMER DESCRIBED IN THIS SECTION 3(A) CONSTITUTES AN ESSENTIAL AND MATERIAL PART OF THIS AGREEMENT. NO USE OF ANY STANDARD IS AUTHORIZED HEREUNDER EXCEPT UNDER THE DISCLAIMER DESCRIBED IN THIS SECTION 3(A), YOUR INDEMNIFICATION OBLIGATION UNDER SECTION 4(A), AND THE LIMITATIONS OF LIABILITY DESCRIBED IN SECTION 5.

(b) **No Position Regarding Intellectual Property.** PIDX takes no position regarding the validity or scope of any intellectual property rights or other rights that might be claimed to pertain to the implementation or use of the technology described in any Standard or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any independent effort to identify any such rights. The use of any Standard is subject to any license granted to, and any license terms imposed on PIDX by, its licensors, and any right to use a Standard granted hereunder may be terminated immediately on written notice upon the termination of any such license.

(c) **Rights and Claims.** PIDX invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights that may cover technology that may be required to implement any standard or specification contained in any Standard. Please address the information to PIDX at compliance@pidx.org.

(d) **Antitrust Statement of Policy.** PIDX is committed to complying with all applicable antitrust laws. To the extent you use a Standard to inform or guide your participation a Standards Development Activity, you agree to abide by the Procedures and the Antitrust Guidelines.

4. **Indemnification.**

(a) **Your Indemnification of PIDX – Non-Infringement Matters.** Neither PIDX nor any Member, Participant, agent, representative, publisher or distributor of PIDX, or any of their respective directors, officers, employees, agents, representatives or owners (collectively, “**PIDX Indemnified Parties**”) shall have any liability for, and you and your Organization 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) (collectively, “**Losses**”) based upon or arising out of (i) any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any Standard by you and/or any of your directors, officers, employees, representatives, agents or contractors, or (ii) any breach by you or your Organization of this Agreement.

(b) **Your Indemnification of PIDX – Infringement Matters.** The PIDX Indemnified Parties shall have no obligation or liability for, and you shall defend, indemnify and hold each of the PIDX Indemnified Parties harmless from and against, any Losses based upon a claim of infringement of any valid, copyright, trademark or other intellectual property right of any third party in or to the Standard, to the extent such claim is based on or attributable to a claim that the Standard, as modified or altered by or on

your behalf, or as combined with any other information on your behalf, or used other than in accordance with this Agreement, constitutes an infringement because of such modification, alteration, combination or use.

5. **Limitation of Liability.**

(a) **No Liability.** You acknowledge that each of PIDX's obligations and liabilities with respect to the Standard are exhaustively defined in this Agreement. You are responsible for the consequences of any use of any of the Standard (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not PIDX has been advised of their possibility, neither PIDX nor any of its representatives or agents, directors, officers, employees, agents, representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

(b) **Remedies for Infringement.** If at any time an allegation of infringement of any rights of any third party is made, or in PIDX's opinion is likely to be made, with respect to any Standard, PIDX may, at its option and at its own expense (i) obtain for you the right to continue using the Standard, (ii) modify or replace the Standard or any portion thereof so as to avoid any such claim of infringements, or (iii) terminate this Agreement with respect to such Standard without any liability to you. PIDX shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Standard supplied or offered to be supplied pursuant to this Section 5(b). Notwithstanding anything contained in this Agreement, PIDX's liability to you for damages pursuant to this Section 5(b), if any, shall not exceed Ten and No/100 Dollars (\$10.00).

(c) **Sole and Exclusive Remedy.** Section 5(b) states the entire liability of PIDX with respect to the infringement or alleged infringement of any third party rights of any kind whatsoever by any of the Standard.

6. **Termination.**

(a) **PIDX Right to Terminate.** This Agreement, and your right to any license granted under Section 2, may be terminated by PIDX either (i) immediately upon breach of any provision of this Agreement by you, or (ii) at any time upon reasonable written notice as determined by PIDX.

(b) **Withdrawn Standards.** You acknowledge and agree that PIDX periodically reviews Standards and may withdraw one or more Standards at any time. After such withdrawal, and upon reasonable written notice to you, you agree to cease using the withdrawn Standard.

7. **Miscellaneous.**

(a) **Additional Information.** You agree to provide PIDX or any designee of PIDX with all information necessary to assure compliance with this Agreement. In the event you are not in compliance with this Agreement through the actions of unrelated third parties, you shall use your best efforts to cooperate with PIDX and any of its designees to assure compliance.

(b) **Definitive Versions.** The definitive version of a Standard is the version published by, or under the auspices of, PIDX. Versions of Standards that are published by third parties, including those that are translated into other languages, should not be considered to be definitive versions of Standards.

(c) **Amendment.** You acknowledge and agree that PIDX may amend this Agreement at any time, including without limitation the license grant described in Section 2. PIDX will use reasonable efforts to provide you with notice of such amendment, which may include the posting of such amendment on the PIDX website at www.pidx.org/license. After such amendment, the amended terms may be

applied retroactively to any license previously granted by PIDX, except that any such amendment that would prohibit a use of a Standard that was permitted by a prior version of this Agreement will apply prospectively only.

(d) **Governing Law; Attorneys' Fees.** This Agreement shall be governed by the laws of the State of Texas without reference to its conflict of laws provisions, and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. You agree and expressly consent to the exclusive jurisdiction of the state and federal courts of Harris County, Texas in the resolution of any dispute arising under this Agreement. If litigation is commenced by any party in connection with this Agreement, the party prevailing in the litigation will be entitled to collect from the other party the expenses (including attorneys' fees and court costs) incurred in connection with the litigation.

(e) **Entire Agreement.** This Agreement constitute the complete and exclusive agreement between PIDX and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

(f) **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances.

(g) **Section Headings.** Section headings are for ease of reference only and are not intended to affect the substantive interpretation of this Agreement.

(h) **Authority to Bind; General Authority.** You represent and warrant that you have the legal authority to bind your Organization, if any, to this Agreement. If no such Organization exists, then you individually shall be bound by this Agreement. You represent and warrant that you and/or your Organization have full power and authority to enter into this Agreement and to perform your obligations hereunder. The natural individual accessing or using a Standard, and his or her Organization, if any, are jointly and severally liable under this Agreement.

(i) **Waiver.** A waiver by either party of any term or condition of this Agreement, or any breach hereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

(j) **Binding Effect; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. You may not sublicense, assign or otherwise convey or transfer your rights under this Agreement or in any Standard without the express written consent of PIDX.

(k) **Goodwill.** You acknowledge and agree that all goodwill associated with any Standard is owned exclusively by PIDX. You agree to refrain from committing any act which may adversely affect the goodwill associated with PIDX and any Standard.

8. **Acknowledgement.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS MEANING, AND AGREE TO BE BOUND BY THIS AGREEMENT.