

## OpenEarth™ Community Membership Agreement

By clicking on the “I Agree” button, you become a Member and agree to the terms and conditions of the OpenEarth™ Community Membership Agreement (this “**Agreement**” or “**Membership Agreement**”), including but not limited to the terms and conditions governing participation in Application Development Projects and Platform Development Projects. This Agreement is a contract by and among the Member agreeing to these terms and all other current and future Members. Continued use of the OEC Provided Development Environment, as defined in the Charter Agreement and any related OEC documents posted on the OEC Website, provides your agreement to any amendments and/or updates to the OEC Charter or Membership Agreement, as posted on the OEC Website.

### RECITALS

**WHEREAS**, certain founding members from the oil and gas exploration and production (“**E&P**”) industry have established a global, free and open community known as the OpenEarth™ Community (or “**OEC**”) by executing the OpenEarth Community Charter, a copy of which is published at <http://www.openearth.community/> (the “**Charter Agreement**”);

**WHEREAS**, each Member desires to participate in the OEC in accordance with the Charter Agreement and this Membership Agreement;

**WHEREAS**, for purposes of this Agreement any defined terms are consistent with those specified in the Charter; and

**NOW, THEREFORE**, each Member agrees as follows.

#### 1. COMMUNITY MEMBERSHIP

- 1.1. **Acceptance of Charter.** By entering into this Agreement, each Member accepts and agrees to abide by the terms of the Charter Agreement.
- 1.2. **Eligibility.** Each Member represents that it is eligible for OEC membership in accordance with the Charter Agreement.
- 1.3. **Participation.** During the term of its OEC membership, each Member agrees to participate in good faith in the OEC in a way that promotes achievement of the OEC’s mission as reflected in the Charter Agreement.
- 1.4. **Costs and Expenses.** Each Member shall bear its own costs and expenses related to membership in the OEC.
- 1.5. **Use of Name and Logo.** Each Member agrees to publicly announce joining the OEC and to furnish the PMO with a logo to be used for recognizing membership. Each Member agrees that the PMO may identify such Member and publicize its OEC membership using the Member’s name and such logo on the OEC Website and in other marketing or publicity materials, provided the PMO, upon consultation with said Member, uses reasonable care to preserve the integrity and proper appearance of such Member’s name and logo.

#### 2. MEMBERSHIP TERM AND TERMINATION

The undersigned Member’s membership in the OEC, and the term of this Agreement as it pertains to such Member, shall continue from the Effective Date until such Member withdraws or is removed from the OEC as provided in the Charter Agreement or this Membership Agreement, or if earlier, until the OEC is dissolved in accordance with the Charter Agreement. Notice for such withdrawal, removal and the effect of such withdrawal or removal are governed by the terms and conditions provided in the Charter Agreement.

#### 3. SUBMISSIONS

- 3.1. If a Member submits, posts, uploads or transmits any text, images, audio-visual materials, code, data, documentation, or other content or materials, other than in conjunction with a Development Project, to or through the OEC Website (collectively, “**Posted Content**”), such Member agrees that other Members may (to the extent consistent with any access restrictions that apply to the area of the OEC

Website or the manner in which such Posted Content was furnished) access, reproduce, distribute within the OEC, and use such Posted Content in furtherance of the mission and activities of the OEC reflected in the Charter Agreement and this Agreement.

**3.2. Restrictions and Limitations.**

(a) Each Member acknowledges that other Members' Contributions may contain trade secrets of such Members and their licensors, and each Member accordingly agrees not to disassemble, decompile or reverse engineer such Contributions, or permit any third party to do so, except, and solely to the extent, if any, that applicable local law requires that such activities be permitted.

(b) Except as expressly authorized by this Agreement, each Member will not: (i) reproduce another Member's Contributions, in whole or in part; (ii) modify another Member's Contributions, in whole or in part; (iii) provide another Member's Contributions or make their functionality available, in whole or in part, to third parties as an application services provider or service bureau, or by hosting, time sharing or providing any other type of services; or (iv) remove, obscure or alter any proprietary legends or markings that properly appear on or accompany another Member's Contributions.

**3.3. Open Source and Third Party Components.** Except as provided in the representations and warranties set forth in Section 4, Members acknowledge that Contributions may include third-party software components and/or open-source software components that are subject to separate license agreements, as detailed in the applicable Contribution Submission Form. To the limited extent the license rights and restrictions in this Section 0 are more restrictive than such third-party or open-source licenses that are available to each Member for any such components incorporated into a Contribution, as applicable, each Member's use of such third-party or open-source components shall be governed instead by such license.

**3.4. Reserved Rights.** Each Member reserves all rights and licenses with respect to its Intellectual Property and Posted Content, beyond those rights and licenses expressly granted in this Agreement, the Charter Agreement, or any applicable Commercial Licenses. Nothing herein is intended to limit any Member's right or ability to license its Intellectual Property Rights, or to exercise any license rights that a Member may have or obtain from a third party, outside the context of the OEC.

**3.5. Security.**

(a) Each Member is responsible for ensuring that all networks, computers and operating systems, servers, hosting facilities, software and other systems used to connect with and use the OEC Platform, and/or to operate any Application in connection with the OEC Platform, employ appropriate and reasonable security measures to prevent unauthorized access to or use of the OEC Platform. Without limiting the foregoing, each Member will comply with any reasonable written security procedures or requirements that the PMO may promulgate from time to time on the OEC Website with respect to the use of the OEC Website or OEC Platform.

(b) Each Member shall be responsible for any activities on the OEC Website or in relation to the OEC Platform that occur using that Member's account or access credentials, whether or not such Member authorized those activities.

(c) Each Member shall promptly notify the PMO of any actual or suspected breach of security or unauthorized access or use in relation to the OEC Platform or OEC Website, including any unauthorized use of such Member's account or access credentials.

**3.6. Privacy.** Each Member shall not use the OEC Platform or any Platform Development Projects or Application Development Projects or Posted Content in any manner, or submit or distribute any Platform Development Project or Application Development Project or Posted Content that violates the privacy or other legal rights of any person or entity under applicable laws and regulations. Without limiting the generality of the foregoing, each Member shall obtain and maintain any required consents from its end users to allow, as applicable, Member's access, monitoring, use, recording, storage and/or disclosure of such end users' data.

#### 4. REPRESENTATIONS AND WARRANTIES

Each Member represents and warrants that: (i) it has the full power and authority to enter into and perform this Agreement, and to grant the applicable licenses and other rights set forth herein; (ii) this Agreement has been duly authorized, executed and delivered by such Member and is enforceable against such Member; and (iii) this Agreement does not conflict with any other agreement or obligation of the warranting Member.

#### 5. LIMITATION OF LIABILITY

NO MEMBER TO THIS AGREEMENT SHALL BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER MEMBER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOSS OR INTERRUPTION OF BUSINESS, OR COSTS OF COVER, OR FOR ANY OTHER PUNITIVE OR SPECIAL DAMAGES, WHETHER UNDER A THEORY OF WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES PRIOR TO SUCH AN OCCURRENCE.

#### 6. NOTICES

The CEC, CEC chairperson, or PMO may instead provide notices to all or any substantial portion of the Members by conspicuously posting the notice on an appropriate page of the OEC Website and sending an email announcement of such posting to the OEC membership using the then-current Member contact list maintained by the PMO. Any such notice will be effective on the later of such posting or the sending of such email announcement.

#### 7. GENERAL PROVISIONS

- 7.1. Relationship of the Parties.** This Agreement does not create any relationship of agency, partnership or joint venture between or among any of the Members or any third parties.
- 7.2. Assignment.** No Member shall be entitled to assign or transfer any or all of its rights, benefits or obligations under this Agreement to another party or a third party without the prior written approval of the CEC; provided, however, that such approval will not be required in order for a Member to assign this Agreement in full to a successor by way of a merger, acquisition, or reorganization of the assigning Member or the sale or other transfer of all or substantially all of such Member's assets or business to which this Agreement relates.
- 7.3. Governing Law and Forum.** This Agreement and any legal matter between or among the Members arising hereunder shall be governed by and construed in accordance with the laws of the state of Texas (excluding its conflict of laws rules) except that all questions with respect to the scope, interpretation, claims, validity, enforceability and effect of any patent shall be governed by and construed in accordance with the laws of the jurisdiction of the patent involved.
- 7.4. Severability.** If any provisions of this Agreement are or become invalid or are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under the applicable law from time to time in effect, it is the intention of the Members that the remainder of this Agreement shall not be affected thereby, provided that the rights and obligations of all Members under this Agreement are not materially affected. It is further the intention of the Members that in lieu of each such provision which is invalid, illegal, or unenforceable, there be substituted or added as part of this Agreement a valid, legal and enforceable provision whose effect on the economic and business objectives shall be as similar as possible to the effect intended by the Members in the original invalid, illegal or unenforceable provision.
- 7.5. Entire Agreement.** This Agreement, together with associated agreements expressly referenced herein, contains the entire agreement among the Members.
- 7.6. Amendments.** No amendment to this Agreement will be effective unless: (i) such amendment is approved by the CEC; (ii) the CEC thereafter notifies the OEC membership of the proposed amendment and allows at least thirty (30) days for Members to submit (either via the OEC Website or by written notice) a vote for or against the proposed amendment; (iii) at least 80% of all votes so cast by Members then in good standing are in favor of the proposed amendment; and (iv) the Members

are given a period at least thirty (30) days after announcement of such voting results (and before the amendment takes effect) to withdraw from the OEC if they oppose the amendment.

**7.7. Waivers.** Subject to the foregoing provisions on amendments to this Agreement, no waiver of a Member's rights or remedies under this Agreement will be effective unless made in writing and signed by that Member.

**7.8. Limitation of Benefits.** It is the intention of the Members to this Agreement that no person or entity other than such Members is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the other Members, and that all covenants, undertakings and agreements set forth in this Agreement shall be enforceable only by the Members and their respective successors or permitted assigns.