

# OpenEarth® Community Charter

This OpenEarth Community Charter (this “**Agreement**” or “**Charter Agreement**”) is an agreement, effective as of May 11, 2017 (the “**Charter Date**”), by and among the signatories to this Agreement.

## RECITALS

WHEREAS, the Founding Members desire to establish a global, free and open community, known as the OpenEarth® Community (or “**OEC**”) which consists of scientists, engineers, software developers, software providers, service companies, data vendors, technology developers, oil and gas companies, and other participants committed to producing an open and shared software development platform to lower the cost and accelerate the pace of innovation in the oil and gas exploration and production (“**E&P**”) industry (the “**Purpose**”); and

WHEREAS, the Founding Members further desire for the OEC to:

- foster the creation, adoption, maintenance, and improvement of a community-based E&P software platform by serving as the development collaboration hub for the industry’s participants;
- promote and reflect a shared vision among its Members for such a software platform;
- provide a common framework for innovation that relies on open standards developed in a manner that facilitates their implementation; and
- be transparent, pragmatic and reasonable in pursuit of its Purpose.

NOW, THEREFORE, the Founding Members hereby adopt this Charter Agreement to establish the OEC and provide a framework for the governance of its activities.

## 1. DEFINITIONS

For purposes of this Agreement, the terms defined herein shall have the meanings specified or referenced below.

“**Affiliate**” means, with respect to any given entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such first entity, but only for

so long as such control exists. As used above, “control” means: (i) the ownership, or the direct or indirect control, of more than fifty percent (50%) of the voting stock or other voting ownership interest of an entity, or (ii) the sole power to elect, appoint, or cause the election or appointment of, directly or indirectly, at least a majority of the members of the board of directors (or such other governing body that exercises a similar level of control) of an entity.

**“Application Development Project” or “ADP”** means an OEC project to specify, design and create application products which operate on the OEC Platform.

**“Background Intellectual Property”** shall mean all Intellectual Property owned by or licensed to a Party prior to the Platform or Application Development Project, as applicable.

**“CDP”** means the OEC’s community development process as described in Section 0.

**“CEC”** means the OEC’s community executive committee as described in Section 0.

**“CEC Member”** has the meaning given in Section 3.2.

**“Confidential Information”** has the meaning given in Section 0.

**“DecisionSpace Platform”** means the platform components contributed by Landmark and/or HWG, as applicable, to the OEC initially and any time thereafter, such components and timing of contributions at Landmark’s sole discretion. DecisionSpace® is a registered trademark of Landmark.

**“Founding Members”** are the signatories to this Agreement as identified in the signature block below.

**“General Members”** means any entities or persons other than the Founding Members that accept this Charter Agreement and the Membership Agreement, as well as any other restrictions and/or requirements for membership in the OEC.

**“Intellectual Property”** means all rights in patents, inventions, industrial designs, utility models, copyrights, works of authorship, software source, object and other code, databases, mask works, trademarks, trade names, domain names, service marks, trade secrets, know-how, Confidential Information, and other forms of intellectual property (whether registered or unregistered), and all applications and registrations for and extensions and renewals of any such rights, anywhere in the world, whether developed, owned by or licensed to a Member.

**“Landmark”** means (i) with respect to any license grant provided or used within the United States, the licensing entity shall be Landmark Graphics Corporation or (ii) with respect to any license grant provided or used outside the United States, the licensing entity shall be Halliburton Worldwide GmbH.

**“Member Representative”** means an appropriately qualified individual designated and duly authorized by a Member to represent it on the CEC or in an expert group or other capacity within the OEC, as the context dictates.

**“Membership Agreement”** means the OEC Membership Agreement in the form attached hereto as Exhibit A.

**“OEC Platform”** means the DecisionSpace Platform licensed by Landmark to the OEC as provided herein plus any modifications and/or derivations thereof made by the OEC Members through a Platform Development Project.

**“OEC Provided Development Environment”** means comprehensive facilities for software development provided by the OEC, including, but not limited to the OEC Website, OEC Platform Development Tools, the IaaS, or any other services, products or interfaces provided by the OEC in furtherance of the Purpose.

**“OEC Platform Development Tools”** has the meaning given in Section 7.2.7.2.2.

**“OEC Marks”** means the “OpenEarth” trademark and any other trademarks, trade names, domain names, logos and service marks associated with or used to identify the OEC or any of its activities, including any marks or logos used to denote that a product or service meets compatibility or other guidelines established by the OEC.

**“OEC Website”** means a website that serves as the OEC’s central utility for storing and exchanging information, which includes password-protected areas as appropriate to limit access to materials intended for use only by Members.

**“Parties”** means the Founding Members and the General Members. As used herein, Parties may be used interchangeably with the term **“Members”**.

**“Platform Development Project”** or **“PDP”** means an OEC project to extend, improve upon, establish specifications for, or otherwise develop or evolve the OEC Platform.

**“PMO”** means the OEC’s program management office as described in Section 0.

## **2. OEC PURPOSE AND GENERAL ORGANIZATION**

**2.1. Mission of OEC.** The mission of the OEC is to foster the creation, improvement, and adoption of an industry-wide E&P-focused software platform known as the **OEC Platform** that enables users to develop and offer more competitive and interoperable products and services in and for the E&P industry. The OEC will pursue this primarily by:

**2.1.1** providing an open forum for Members to access through the OEC

Provided Development Environment;

**2.1.2** making OEC Platform specifications and standards freely available to the industry; and

**2.1.3** facilitating the licensing of the OEC Platform, applications available on the OEC Platform, and other Intellectual Property among Members in a manner that reduces software-development costs and increases the rate of innovation.

**2.2. Other OEC Activities.** The OEC may also participate in and/or encourage standards development, open-source software initiatives, and other activities that may support the mission described above.

**2.3. Organization Generally.** The OEC is organized principally into three community groups, the composition and roles of which are described below: (i) a community executive committee (the CEC); (ii) a project management office (the PMO); and (iii) the Members of the OEC.

### **3. COMMUNITY EXECUTIVE COMMITTEE (“CEC”)**

**3.1. Purpose.** The CEC is a group of Members that oversees the evolution of the OEC Platform and the associated CDP.

**3.2. Composition.** The CEC will consist of no more than fifteen (15) Members (each, a “CEC Member”), and will be coordinated by a non-voting chairperson designated by the PMO. The initial CEC Members will be Landmark and any Founding Members signing this Agreement within one (1) year of the Effective Date in date order of signature. Any other Member may apply for a seat on the CEC by notice to the CEC chairperson. The CEC will consider such applications as they are received, and will grant each application provided that:

**3.2.1** the Member demonstrates, to the reasonable satisfaction of the then-current CEC, its alignment with the OEC’s mission described in Section 0 and its ability and willingness to participate actively and usefully in the CEC as outlined below;

**3.2.2** inclusion of such Member would not cause the total number of CEC Members to exceed the maximum specified above; and

**3.2.3** the Member is not an Affiliate of any other then-current CEC Member.

**3.3. Commitment and Term.** By accepting a seat on the CEC, each CEC Member agrees to participate in the CEC’s activities described herein, through its

appointed Member Representative (if the CEC Member is not an individual in which case the CEC Member will be the Member Representative) in a way that promotes achievement of the OEC's stated mission. The term of each CEC Member's seat on the CEC will be three (3) years, except as provided below. A CEC Member may not apply for readmission to the CEC during that term or for one year following its expiration or termination. Notwithstanding the foregoing:

**3.3.1** Landmark's seat on the CEC does not expire.

**3.3.2** A CEC Member may withdraw from the CEC, effective no earlier than one year after joining the CEC, by giving at least ninety (90) days' notice to the CEC chairperson.

**3.3.3** The CEC may dismiss any CEC Member that fails to fulfill its participation commitment described in this Section 3.3 and does not cure such failure within sixty (60) days of notice from the CEC chairperson.

**3.3.4** In the event a CEC Member Representative changes roles, the CEC Member will solely determine if CEC representation should transfer, or remain with the individual, and shall notify CEC chairperson accordingly.

**3.3.5** In no event may any Member and all of its Affiliates collectively have more than one voting seat or more than one voting Member Representative on the CEC (thus the non-voting Chairperson may be a Member from the same organization as a voting CEC Member). Accordingly, if two or more CEC Members become (or are to become) Affiliates due to a merger, acquisition, reorganization, or comparable transaction, all but one of those CEC Members must withdraw from the CEC by the effective date of the transaction; otherwise, the CEC may dismiss any of them from the CEC.

**3.4. Responsibilities and Authority.** The CEC will have the responsibility and authority to:

**3.4.1** consider and, where appropriate, implement updates to the Community Development Process ("CDP") as more specifically described in Section 0;

**3.4.2** review and approve proposals for new Platform Development Projects, which approval will not be unreasonably withheld or delayed;

**3.4.3** review and approve the passage of specifications through key points of the CDP, reconcile discrepancies between specifications and their test suites, and decide appeals of compliance test challenges;

**3.4.4** review and approve the PMO's proposed maintenance releases of the OEC Platform;



usual Member Representative for a specified meeting or time period, upon written notice to the CEC chairperson. Such CEC Member will use reasonable efforts to provide any such notice at least fourteen (14) days in advance. The PMO may analogously replace or designate a substitute for the CEC chairperson by written notice to the Member Representative for each CEC Member.

- 3.8. Promoting Competition.** CEC Members shall commit to the principles of full and open competition, in full compliance with all applicable laws, including all antitrust laws of the United States and other nations and governmental bodies as appropriate. The CEC Members acknowledge that violations of such laws may result in criminal as well as civil penalties for individuals as well as employers, depending on the jurisdiction.

#### **4. PROJECT MANAGEMENT OFFICE (“PMO”)**

- 4.1. Purpose.** The PMO’s function is to enable the underlying business and operational processes required for the OEC to function, specifically in relation to the CDP and the OEC Platform, as described below.

- 4.2. Composition.** The PMO will consist of personnel of Landmark and/or its Affiliates as designated by Landmark from time to time. The number of personnel assigned to the PMO, and the approximate portion of each individual’s time that will be devoted to PMO activities, will be determined by Landmark in its reasonable judgment.

- 4.3. Responsibilities and Authority.** The PMO will have the responsibility and authority within the OEC primarily to:

**4.3.1** act as a liaison and coordinator among CDP participants, and between CDP participants and the CEC, as more specifically outlined in the CDP;

**4.3.2** designate (from within the PMO) a non-voting chairperson of the CEC; and

**4.3.3** serve as a point of contact in the OEC for matters involving the provision, operation, maintenance, and support of the OEC Platform, the OEC Platform Development Tools, and other resources to be furnished by Landmark as described in Section 0 below.

#### **4.4. Meetings and Other Activities**

- 4.4.1** Landmark will cause the PMO to meet and otherwise act as needed to perform its functions described herein.

- 4.4.2** Representatives of the PMO shall meet with representatives of the CEC and/or OEC Members at times and places mutually agreed upon to discuss enhancements and improvements to the OEC Platform software and/or the OEC Platform Development Tools.
- 4.5. No Charge for PMO Service.** Landmark will provide the PMO as a service to the OEC free of charge, except as otherwise provided in this Agreement or the Membership Agreement. Landmark reserves the right to charge for certification of applications developed under an Application Development Project running on the OEC Platform.
- 4.6. Term.** The PMO will be provided as described herein by Landmark for a minimum term of five (5) years from the Charter Date of this Agreement. Landmark will consider any proposals from the CEC Membership for the use of an alternative PMO; however, notwithstanding any other provision to the contrary in this Agreement, any OEC agreements, or related documentation, Landmark's position as PMO may only be relinquished by Landmark in a writing to the CEC at Landmark's sole discretion. Any termination by Landmark must include a 180 day written notice before such termination of the PMO is effective.
- 4.7. Effect of Landmark Exit.** If Landmark's PMO terminates due to Landmark terminating its position as the PMO in writing as described above while the OEC is continuing to function, the remaining Members may nominate, and the CEC will select from among the nominees (subject to their acceptance of such nominations), another Member to fulfill Landmark's role in relation to the PMO. In the event of Landmark exit from PMO, the license grants provided by Landmark hereunder do not terminate so long as the OEC continues to operate.
- 4.8.** In the event of OEC termination, Landmark's licensing obligations hereunder to the OEC and OEC Members cease and Landmark retains the right to remain the sole commercial provider of the OEC Platform.

## 5. OEC MEMBERSHIP

- 5.1. Composition.** Any person (whether an individual, corporation, or other legal entity) that meets the eligibility criteria set forth below, on the OEC Website, or in the Membership Agreement may become a Member by delivering to the PMO through the OEC Website a copy of the Membership Agreement that has been completed and electronically signed or otherwise agreed to by such person or its authorized representative (and, by so doing, accepting the terms of such Membership Agreement and this Charter Agreement). Each Founding Member is deemed to meet the eligibility criteria as of the Charter Date, is executing the Membership Agreement concurrently with this Charter Agreement, and will be a

Member as of their signature date.

**5.2. Eligibility Criteria.** To be eligible for OEC membership, a person must be solvent, have the capacity to enter into a binding contract and meet any other requirements in the Membership Agreement. The Parties agree that the CEC may in its reasonable and good-faith judgment decide whether a prospective Member meets the preceding criteria or an existing Member continues to meet such criteria.

**5.3. No Charge for Membership.** Members will not be required to pay dues or other compensation for membership in the OEC.

**5.4. Membership Agreement.** The Membership Agreement shall, among other things:

**5.4.1** require each Member to acknowledge its acceptance of this Charter Agreement;

**5.4.2** require each Member to participate in the OEC in a way that promotes achievement of the OEC's stated mission; and

**5.4.3** require each Member to follow the CDP as dictated by this Agreement and the CEC, including by providing resources to CDP expert groups that it may join with respect to particular Development Projects as reasonably necessary for the accomplishment of such Development Projects.

#### **5.5. Duration of Membership**

**5.5.1** Beginning upon execution and delivery of the Membership Agreement as provided above, each Member's membership in the OEC shall continue until such Member withdraws or is removed from the OEC as provided below or in the Membership Agreement, or if earlier, until the OEC is dissolved in accordance with this Agreement.

**5.5.2** Any Member may withdraw from the OEC at any time with immediate effect by giving written notice to the CEC chairperson through the OEC Website.

**5.5.3** In case of a material breach by a Member of any of its obligations or eligibility criteria under this Agreement or the Membership Agreement access to the OEC Provided Development Environment may be immediately suspended.

**5.6. Effect of Withdrawal or Removal.** After withdrawal or removal from the OEC according to Section 5.5, the former Member's rights and obligations under this Agreement and the Membership Agreement shall cease, except that:

- 5.6.1 withdrawal or removal will not affect any accrued claims or liabilities that such former Member may have had hereunder immediately prior to withdrawal or removal or that any Member may have against such former Member;
- 5.6.2 the former Member's rights and obligations under Section 9.11 will continue to apply to the former Member notwithstanding such withdrawal or removal; and
- 5.6.3 any provisions of the Membership Agreement or of this Agreement that survive withdrawal or removal of the Member will so survive.

## 6. ANTITRUST-RELATED GUIDELINES

- 6.1. **Generally.** Members of the OEC shall take part in its activities on the basis of their collective and individual commitment to comply with all applicable laws and regulations, including all antitrust and competition laws of the jurisdictions in which Members operate. As a general matter, the consideration and selection of OEC activities and projects will be fair, unbiased, and transparent with reasonable opportunity for input by all materially affected stakeholders.
- 6.2. **No Anticompetitive Exclusion.** Active membership in the OEC is open to any individual or entity that meets the eligibility criteria. Continuation of membership is conditioned on continuing eligibility. Membership shall not be denied on the basis of any actual or potential competition between a prospective member and any other OEC member(s) or in violation of any applicable law. Any such anticompetitive exclusion is contrary to the policy of the OEC and is expressly prohibited under this Agreement.
- 6.3. **No Restriction on Competition.** The OEC Member's participation in the OEC is not intended, in any way, to coordinate or restrict the commercial activities of its participants beyond the activities of the OEC itself. Members remain completely free to engage in any research, development, production, or marketing or other activities relating to E&P software outside of the OEC; provided, however, that the foregoing will not be construed as a license or a grant or waiver of any other rights, with respect to any party's Confidential Information or Intellectual Property Rights, or as waiving or superseding any lawful contractual or other commitments or restrictions to which any party may be subject independent of this Agreement and the OEC.
- 6.4. **Specific Prohibitions and Practices.** In furtherance of (and without limiting) the principles outlined above, the Parties agree to the following specific prohibitions and practices in relation to their participation in the OEC.

- 6.4.1 No Member shall take or seek any action relating to the OEC for the purpose of excluding products or technology of competitors from a market, or impeding research and development relating to such products or technology.
- 6.4.2 No Member shall enter into any agreement whose object or effect is deemed to be anti-competitive, including but not limited to price-fixing agreements.
- 6.4.3 Members shall not coordinate, agree or exchange competitively sensitive information with respect to the prices or terms under which their products or licenses are made available to third parties.
- 6.4.4 Minutes shall be kept of each meeting of the CEC as so required by the provisions set out in this Agreement.
- 6.4.5 The need for compliance with principles set forth in this Section 6 may be recalled at the outset of each CEC meeting and general OEC meeting (if any) and if so recalled will be recorded in the minutes of that meeting.

## 7. OEC PLATFORM AND WEBSITE

- 7.1. **Basis for OEC Platform.** The DecisionSpace Platform will serve as the base platform for the OEC Platform. The OEC Platform will include the DecisionSpace Platform and any accepted modifications and improvements thereto resulting from a Platform Development Project (PDP).
- 7.2. **Landmark Licensed Contributions.** Landmark will make the following materials and resources available to the OEC, to the extent that Landmark is the provider of the PMO service, and as more specifically described in, and subject to the terms and conditions of, the Membership Agreement:
  - 7.2.1 enabling the DecisionSpace Platform to serve as the foundation of the OEC Platform;
  - 7.2.2 to provide, process and procedures through the CDP and OEC Website, as required by OEC contributors to the OEC, to enable the effective provision of Maintenance and Support services for any code contributed to the OEC through Platform Development Projects and/or Application Development Projects; and
  - 7.2.3 the OEC Provided Development Environment so long as Landmark is the PMO.

Landmark may, at its sole discretion, provide a suite of standard development tools, selection and inclusion of such suite of development tools being at Landmark's sole discretion, to support the OEC Platform for writing and testing software which may include, but is not limited to APIs, code editors, interpreters, application programming interfaces and compilers adapted to execute code ("**OEC Platform Development Tools**"). Any licenses outside of the development licenses granted herein required for testing, may be provided by Landmark at its sole discretion under a separate test license, with such test license terms and conditions to be posted on the OEC Website.

- 7.3. Role of OEC Website.** The OEC Website will provide, among other things: (i) a forum for interaction among Members on matters regarding the OEC Platform and/or the CDP; (ii) a web page or set of web pages specific to each Platform Development Project or Application Development Project; (iii) a repository for the code and associated documentation that Landmark and any other Members submit for use by the OEC and (iv) a mechanism through which Members may join and voluntarily withdraw from the OEC.

## **8. COMMUNITY DEVELOPMENT PROCESS**

- 8.1. Core Concepts.** The Parties agree that the CDP will be conducted in accordance with the concepts and policies outlined in this Section 0 and the more specific procedures posted on the OEC Website, as may be updated from time to time.
- 8.2. Initiation of Development Projects.** Members are free to propose new Platform Development Projects or Application Development Projects (collectively referred to as "Development Projects"). The CEC will not unreasonably withhold approval to proceed with new Development Projects. Members will use the OEC Website to promote and identify support for a Development Project and establish an expert group to lead.
- 8.3. Development of Specifications.** The CDP fosters the development and evolution of high-quality specifications for the OEC Platform components and interoperability with the same, using a consensus-based approach that produces a specification, project code, a reference implementation (to prove the specification can be implemented), and a technology compatibility kit (typically consisting of a suite of tests, tools, and documentation that is used to test implementations for compliance with the specification).
- 8.4. Expert Groups and Public Review.** The CDP reflects the principle that the best way to produce a technology specification is to gather a group of industry experts who have a deep understanding of the technology in question and for a strong technical lead to work with that group to create a first draft. Agreement

on the form and content of the draft is then built using an iterative process that allows an ever-widening audience of Members to review and comment on the document.

**8.5. Key Stages.** The following are the four key stages in a Development Project specification's development and passage through the CDP.

**8.5.1 Initiation:** A Development Project specification, along with any accompanying project code, typically targeted at the desktop/server or consumer/embedded space, is initiated by one or more Members and approved for development by the CEC. A Member or one of its personnel with appropriate expertise is identified as the specification lead (or "Expert Group Lead") and the Expert Group Lead forms an expert group to assist with the development of the specification.

**8.5.2 Draft Releases:** The Expert Group Lead develops the specification and accompanying project code through an iterative process, releasing drafts for review and comment by Members. After a formal public review, where the Draft Release is published on the OEC Website for review and comment, the CEC votes on whether the proposed specification should proceed to the final release stage.

**8.5.3 Final Release:** The Expert Group Lead submits the specification and accompanying project code to the CEC for publication as a proposed final draft. When appropriate technology compatibility tests are completed, the specification results are submitted to the PMO, which circulates them to the CEC for final approval. Upon approval, the Platform Development Project will be released and certified for use according to the terms of the selected license.

**8.5.4 Maintenance:** The PMO updates the specification, project code, reference implementation, and technology compatibility kit as needed. In addition The PMO provides the process and documentation requirements to contributors of Development Projects to allow for the provision of Maintenance and Support services to users of released Development Projects.

**8.6. Revisions to CDP.** If the CEC determines that the CDP's specific procedures should be updated in order to improve the efficiency or effectiveness of the process, or otherwise to better support the mission of the OEC, the CEC may, after reasonable consultation with the Members, approve corresponding revisions to the CDP from time to time, provided the revised version remains consistent with the concepts and policies outlined in this Section 0. Each approved revision of the CDP will be effective (as to new Development Projects) upon posting of the revision to the OEC Website for Members' reference, and

will be marked with that revision effective date. If the CDP is updated while a Development Project is in process, the Member(s) that submitted such Development Project may elect whether to continue under the pre-existing version or updated version of the CDP.

## 9. INTELLECTUAL PROPERTY POLICIES

**9.1. Generally.** This Section 9 outlines the general policies of the OEC in relation to Intellectual Property.

### 9.2. Background Intellectual Property

**9.2.1 Seed Intellectual Property for Development Projects.** When a Member identifies any of its code or other Background Intellectual Property to be used to “seed” a new Development Project or otherwise contributes Background Intellectual Property to a Development Project (“Seed Intellectual Property”), such contributing Member grants all other Members participating in such specific Development Project a worldwide, nonexclusive, royalty-free, non-sublicensable, nontransferable, limited license to use such Seed Intellectual Property, and to modify, copy and create derivative works based upon such Seed Intellectual Property, for the limited purposes of internal development, integration, evaluation and testing activities in pursuit of the Development Project, provided that the usage is limited to the Development Project, during the term of the Development Project.

**9.2.2 Other Intellectual Property outside of Development Projects.** When a Member submits any code, tools, or other materials through the CDP or to a repository available to other Members on the OEC Provided Development Environment not in connection with a specific Development Project (“Other Intellectual Property”), such Member grants each other Member during the period of such Member’s membership in the OEC a worldwide, nonexclusive, royalty-free, non-sublicensable, nontransferable, limited license to use such Other Intellectual Property, and to modify, copy and create derivative works based upon any such code or tools submitted in source code form, for the sole limited purpose of internal development, integration, evaluation and testing activities, either in connection with any Development Project or in connection with the development of other products or services related to participation in the OEC.

**9.2.3 Grant by Landmark.** Landmark is the sole and exclusive owner of the DecisionSpace Platform and all Intellectual Property therein. Landmark

has the exclusive rights to license the OEC Platform and the OEC Platform Development Tools. Landmark grants to each Member during the period of such Member's membership in the OEC a worldwide, nonexclusive, royalty-free, non-sublicensable, nontransferable, license to use the DecisionSpace Platform, the OEC Platform, and the OEC Development Tools, and to modify, copy (except as provided below) and create derivative works based upon any of the foregoing for the sole limited purpose of development, integration, evaluation and testing activities in connection with any Development Project. Such license includes only such source code and/or components for which Landmark has the right to license. This license does not provide a right to copy or embed any DecisionSpace Platform or OEC Platform code in any application developed within an Application Development Project or outside of the OEC. Further, this license does not provide a right to utilize any DecisionSpace Platform code, OEC Platform code or OEC Development Tools outside of the OEC Provided Development Environment. For purposes of clarity, this license does not include the right to copy or use any portion of the DecisionSpace Platform code, OEC Platform code or OEC Development Tools outside of the OEC Provided Development Environment nor does it provide a license to download any portion thereof outside of the OEC Provided Development Environment.

**9.2.4** No Commercial Rights. For the avoidance of doubt, the licenses set forth in Sections 9.2.1, 9.2.2 and 9.2.3 above are development licenses only for use within the OEC Provided Development Environment and do not include the rights to use, copy, sell, license, distribute or otherwise offer for commercial purposes or for internal operations, which rights must be secured pursuant to a separate applicable commercial runtime license or other agreement with Landmark.

**9.3. Application Development Projects.** All applications developed within an Application Development Project must be compatible/have capability to run on the OEC Platform. All Intellectual Property arising from or developed in the course of an Application Development Project relating to the Application Development Project ("Application Development Project IP") shall be, unless otherwise agreed in writing by the participating Members, owned jointly, undivided, by the participating Members to that Application Development Project. As the participating Members own the Application Development Project IP, the participating Members have the sole discretion as to whether to license any of the Application Project IP on any terms. If the participating Members intend to engage Landmark to license the Project IP, such engagement is at Landmark's sole discretion and subject to a separate agreement. Further, Parties to an Application Development Project do not acquire any rights, either express or implied, under any Background Intellectual Property unless expressly

stated in this Agreement or another written agreement signed by authorized representatives of each of the Parties to the Application Development Project. Participating Members to an Application Development Project will specify the basis on which the contributing Member will offer (or authorizes the PMO to offer) runtime and commercial licenses to other Members with respect to such Application Development Project IP, code, tools, or other materials.

**9.3.1** Landmark grants to each Member during the period of its membership in the OEC the following license with respect to any application program interfaces (APIs) or other portions of the OEC Platform development tools that are designated as redistributable by Landmark in writing (“Redistributable Platform IP”) in connection with an application developed by Members through an Application Development Project: a worldwide, nonexclusive, royalty-free, nontransferable, limited license under all Intellectual Property rights owned or licensable by Landmark that cover such Redistributable Platform IP, or any modification or improvement to or adaptation or derivative work of such Redistributable IP, to (i) reproduce and distribute to end users (directly or indirectly through various distribution channels) such Redistributable Platform IP or such modification, improvement, adaptation or derivative work and (ii) to authorize such end users (directly or indirectly through various distribution channels) to use such Redistributable Platform IP or such modification, improvement, adaptation or derivative work, in each case solely as embedded in or packaged with such application developed by Members pursuant to such Application Development Project.

**9.3.2** This license grant is restricted to use of the DecisionSpace Platform, the OEC Platform and/or a combination thereof for the purposes of this Agreement and may not be used for any other purpose, including, but not limited to, internal operations, derivative works and/or commercial activities.

**9.4 Platform Development Projects.** The CEC has no obligation to include any code developed within a Platform Development Project within the OEC Platform. However, the CEC will not act unreasonably when rejecting code for inclusion and will base such rejection on reasons including, but not limited to, technical bases, IP infringement, etc.

The ownership of all Intellectual Property arising from or developed in the course of a Platform Development Project relating to the Platform Development Project (“Platform Development Project IP”) shall be identified at the outset of the Platform Development Project through the Community Development Process as either being retained by the participating Members to that Platform Development Project (“Ownership Option 1”) or assigned to Landmark

("Ownership Option 2"). In the event that the ownership is not identified, the ownership will be governed by Ownership Option 2.

Ownership Option 1: All Platform Development Project IP developed by a participating Member shall be owned by said participating Member, unless otherwise agreed in writing by the participating Members. The owner(s) of the Platform Development Project IP shall grant and hereby grant to Landmark and its Affiliates a sole, non-revocable, world-wide, royalty-free, sub-licensable right, under all applicable Platform Development Project IP rights owned or licensable by the participating Member(s) in the Platform Development Project, to make, use, modify, create derivative works, and sell the Platform Development Project IP and any other products and services at least to the extent such other products and services are based on the Platform Development Project IP. Should the developing participating Member(s) fail to secure patents or maintain filed applications or registered patents on any Platform Development Project IP, as the exclusive licensee of the Platform Development Project IP, Landmark shall have the right to secure and/or maintain any patents and other intellectual property registrations world-wide to such Platform Project IP at its own expense.

Ownership Option 2: All Platform Development Project IP shall be and is hereby assigned to Landmark with such participating Members to that Platform Development Project executing such documents necessary to effectuate the assignment of the Platform Development Project IP to Landmark. Landmark shall have the exclusive right to secure any patents and other intellectual property registrations world-wide at its sole discretion to such Platform Project IP at its own expense.

Under either Ownership Option 1 or Ownership Option 2, Landmark is the sole party to commercialize the OEC Platform under separately negotiated commercial license terms and conditions. As the sole party to commercialize the OEC Platform, Landmark agrees to sell commercial licenses to OEC Members, at least during the period of their membership in the OEC, with no restriction on sales to non-members. The right to redistribute the OEC Platform and/or OEC Platform Development Tools may be granted to a Member by Landmark on a case by case basis under separately negotiated reseller license terms and conditions. Nothing in this Agreement shall affect the terms or validity of such commercial or reseller licenses.

**9.5 Disclaimer.** ALL BACKGROUND INTELLECTUAL PROPERTY, SEED INTELLECTUAL PROPERTY, OTHER INTELLECTUAL PROPERTY, APPLICATION DEVELOPMENT PROJECT IP, REDISTRIBUTABLE PLATFORM IP, PLATFORM DEVELOPMENT PROJECT IP, SPECIFICATIONS, DECISIONSPACE PLATFORM, OEC PLATFORM, OEC PROVIDED DEVELOPMENT ENVIRONMENT, AND OEC PLATFORM DEVELOPMENT TOOLS ARE MADE AVAILABLE TO THE OEC COMMUNITY ON AN "AS IS" BASIS,

WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT), OR THAT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE, AND EACH MEMBER HEREBY DISCLAIMS ALL SUCH WARRANTIES.

**9.6 Specifications.** In the case of a specification adopted by the OCE, any Member that proposes or assists in the creation of the specification grants each other Member, during the term of such membership in the OEC, a worldwide, non-exclusive, royalty-free, non-sublicensable, non-transferable, limited license to use, reproduce, distribute to other Members and make modifications and improvements to, and adaptations of and derivative works based on, such specification in furtherance of the mission and activities of the OEC.

**9.7 OEC Marks.** Landmark is and will be the sole and exclusive owner of the OEC Marks and all goodwill associated with such OEC Marks. Members' rights to use the OEC Marks will be limited to those granted in, and are subject to the terms and conditions of, this Agreement. Landmark will control any registration and enforcement of the OEC Marks, and will be entitled to retain all damages, license fees, and other amounts recovered as a result of such enforcement.

**9.7.1** Landmark may designate and, at its option, register one or more OEC Marks for the purpose of identifying the compatibility of Platform Applications with the OEC Platform (a "Compatibility Mark"). Landmark will maintain on the OEC Website a written policy (the "OEC Trademark Policy") that: (i) identifies each Compatibility Mark; (ii) specifies the criteria that must be satisfied in order for each Compatibility Mark to be used in connection with a Platform Application, such as the type of Platform Application and/or any procedures to be used for determining the required compatibility; and (iii) provides other guidelines (for example, those pertaining to proper trademark appearance and placement) for use of the Compatibility Marks.

**9.7.2** Subject to the Member's compliance with the terms and conditions of this Agreement and the OEC Trademark Policy, Landmark grants each Member a worldwide, royalty-free, nonexclusive, non-sublicenseable, nontransferable, limited license to use the Compatibility Marks solely in relation to qualifying Platform Applications (as set forth in the OEC Trademark Policy).

**9.7.3 Quality Control.** In order to use any Compatibility Mark in relation to a given Platform Application, the Member must ensure that the Platform Application meets all applicable compatibility requirements set forth in this Agreement or the OEC Trademark Policy, including full and proper implementation of all applicable Specifications as verified using the

corresponding CCT(s). Landmark reserves the right to (i) inspect and test Member's commercially available Platform Applications that display or are marketed or promoted using any Compatibility Mark (and review any marketing or other materials in which the Member uses any Compatibility Mark), in order to verify compliance with this Agreement and the OEC Trademark Policy; and (ii) revoke such Member's license for use of the Compatibility Marks in the event of any noncompliance. The Member acknowledges and agrees, however, that Landmark is not responsible for ensuring compliance by the Member with the requirements or conditions of the Compatibility Mark license granted above. Neither the grant of such license nor any failure by Landmark to identify any noncompliance or to revoke a Member's license shall be construed as an endorsement, representation, or warranty by Landmark in relation to any Platform Application, marketing or other materials, or practices of any Member.

**9.7.4** Each Member acknowledges and agrees that Landmark owns the OEC Marks (including the Compatibility Marks) and that any and all goodwill and other proprietary rights that are created by or that result from the Member's use of any OEC Marks will inure solely to the benefit of Landmark. Such Member will at no time contest or aid in contesting the validity or Landmark's ownership of any OEC Mark or take any action in derogation of Landmark's rights therein, including, without limitation, applying to register any trademark, trade name or other designation that is confusingly similar to any OCE Mark.

**9.8 Non-Assert for Development Projects.** No Member shall at any time (whether during or after the term of its OEC membership) assert any of its patent rights against any other Member in connection with such other Member's development, review, evaluation or testing of any specification or code or other work product developed pursuant to a Development Project in accordance with the CDP that was initiated or ongoing during the term of the first Member's OEC membership, so long as such acts are not intended to produce any unfair commercial advantage to such other Member. The foregoing shall not, however, prohibit a Member from asserting any of its patent rights against the unauthorized commercial use or distribution of any such code or other work product developed pursuant to a Development Project.

**9.9 Required Disclosures.** Each Member that directly or through its Member Representative proposes or collaborates on a Development Project will promptly disclose to the PMO and all Members of the expert group for that Development Project:

**9.9.1** a confidential description of any potentially patentable inventions

identified by or to such Member that have arisen from work by that Member (or its Member Representative) on the Development Project and which has already been contributed by that Member to the Project; and

**9.9.2** any pending or issued patents that such Member owns or controls and that are expected to be necessarily infringed (in the absence of a license) by the implementation of the proposed specification or by any other results of the Development Project.

**9.10 Publications.** Publication is a necessary and integral part of the CDP. Members engaged in the CDP shall be permitted to present or publish the methods and results of the Development Projects at symposia, at national or regional professional meetings, and in journals, theses and dissertations; provided, however, that (1) prior to any such presentation or publication, such methods and results have been presented to the other Members of the relevant expert group, with reasonable advance notice, and not identified for protection in accordance with Section 9.11 and (2) such presentation or publication will not be made in such a way as to jeopardize or destroy patent rights that a Member makes known that it intends to pursue with respect to such methods or results.

**9.11 Outside Licensing Activities.** 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.

## 10 CONFIDENTIALITY

**10.1 Confidential Information.** While the OEC generally promotes the open exchange of information among its Members, the parties acknowledge that they may have access to confidential or proprietary information of Landmark relating to the OEC Platform and/or the confidential or proprietary information of Members as may be disclosed by such Members in connection with the OEC Activities as described within this Charter (collectively, "**Confidential Information**").

**10.2 Obligations.** Any Confidential Information that is disclosed to a Party hereunder and identified as "confidential" or "proprietary" shall not be (i) transferred or disclosed by that party to others outside its organization other than to other OEC Members, nor (ii) used by that Party for any purpose except in furtherance of its OEC-related activities, unless such transfer, disclosure or use is expressly authorized by the owner of the Confidential Information. The foregoing notwithstanding, the receiving party may disclose to its Affiliates and their respective employees on a need to know basis in furtherance of the receiving

party's OEC-related activities; provided that said Affiliates are notified of its confidential nature prior to disclosure and are bound by obligations of confidentiality at least as restrictive as those appearing in this Charter. The receiving Party shall retain all confidentiality legends and similar markings on each copy of Confidential Information received or prepared by the receiving Party, and shall use reasonable efforts to limit its internal dissemination to those within its organization with a bona fide need to know for purposes of the receiving party's OEC-related activities. All confidentiality obligations shall terminate five (5) years after receipt of such Confidential Information.

**10.3 Exceptions.** The confidentiality restrictions set forth above shall not apply to the extent any information: (i) is or becomes publicly known through no fault of the receiving party, (ii) is rightfully received from a third party free from confidentiality obligations, (iii) is developed independently without benefit of the Confidential Information as received hereunder, or (iv) can be shown by written records to have been rightfully in the possession of the receiving party, free from confidentiality obligations, prior to its receipt hereunder. Furthermore, Section 10.2 will not prohibit the receiving party from making any disclosure of Confidential Information to the extent such disclosure is required by applicable law, regulation, or governmental order, provided the receiving party has, to the extent possible, notified the owner of the Confidential Information of such requirement and, if requested, reasonably cooperated with the owner's lawful efforts to obtain a waiver of such requirement or to limit or protect the required disclosure.

## **11 TERM OF CHARTER**

**11.1 Term and Termination.** This Agreement shall continue in full force and effect (except as provided in Section 5.6 in respect of Members that have withdrawn or been removed from the OEC) beginning on the Charter Date and continuing indefinitely thereafter, until: (i) the CEC agrees, via a supermajority vote of at least two-thirds of all CEC Members, to dissolve the OEC and terminate this Agreement, provided the CEC notifies all Members of such termination at least thirty (30) days before the effective date thereof; Upon either of the events described in the preceding clauses (i) and (ii), this Agreement shall terminate. Notwithstanding the foregoing, in the event less than three (3) Founding Members, including Landmark, remain within the OEC, such remaining Founding Members can terminate the OEC upon unanimous written consent.

**11.2 Effect of Termination.** In case of termination under Section 11.1, Sections **Error! Reference source not found.**, 9.11, 0, 0, and 14.2 shall survive such termination, as they relate to information exchanged, rights or covenants granted, or acts or omissions committed prior to such termination.

**12**     **LIMITATION OF LIABILITY.** NO PARTY TO THIS AGREEMENT SHALL BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER PARTY OR PARTIES 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 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES PRIOR TO SUCH AN OCCURRENCE.

**13**     **ENFORCEMENT.** Proceedings on behalf of Members. Each Member is entitled to enforce this Agreement under applicable law.

**14**     **NOTICES.**

**14.1**    **Generally.** All notices to be given pursuant to this Agreement shall be in writing, shall be deemed to have been given upon receipt, and will be delivered to the recipient in person or by mail or express delivery service, postage prepaid, at the recipient's primary mailing address (or, if different, its designated notice address) as shown on the then-current Member contact list maintained by the PMO. The PMO will make such list available to all Members on the OEC Website, and will use reasonable efforts to update such list promptly upon receipt of notice from a Member of any change to that Member's contact information.

**14.2**    **Notices to all Members.** Notwithstanding the above, 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 Representative 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.

**15**     **GENERAL PROVISIONS**

**15.1**    **Relationship of the Parties.** This Agreement does not create any relationship of agency, partnership or joint venture between or among any of the parties.

**15.2**    **Assignment.** No party to this Agreement 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 party to assign this Agreement in full to a successor by way of a merger, acquisition, or reorganization of the assigning party or the sale or other transfer of all or substantially all of such party's assets or business to which this Agreement relates.

- 15.3 Governing Law and Forum.** The validity, interpretation and construction of the terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Texas, exclusive of conflict of laws principles. The Parties agree that the sole and exclusive venue for the resolution of any and all disputes arising from or relating to this Agreement is in the state or federal courts located in Harris County, Texas.
- 15.4 Import & Export Control.** The Members acknowledge that any technology or software supplied pursuant to this Agreement is subject to the jurisdiction of the U.S. Export Administration Regulations ("EAR") (Title 15 of the U.S. Code of Federal Regulations Part 730 et seq.) and may be controlled for export. All Members shall comply with, and shall procure that all of its employees and any party working for or on behalf of Member shall comply with, all applicable export control laws, including but not limited to the EAR, and shall ensure that no technology or software supplied under this Agreement shall be exported, transferred, disclosed via any means (e.g., oral disclosure, electronic, visual access, facsimile message, telephone), or otherwise released whether in its original form, modified, or incorporated into any other form, to any foreign national without first obtaining all necessary authorizations and completing such formalities as may be required.
- 15.5 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 parties that the remainder of this Agreement shall not be affected thereby provided that the rights and obligations of all parties under this Agreement are not materially affected. It is further the intention of the parties 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 parties in the original invalid, illegal or unenforceable provision.
- 15.6 Entire Agreement.** This Agreement, together with associated agreements expressly referenced herein, contains the entire agreement between the parties on the subject matter of this Agreement, and supersedes all previous representations, undertakings, agreements, understandings, writings, and discussions by or among the parties with respect to the subject matter of this

Agreement, whether written or oral.

**15.7 Amendments.** The Members of the OEC understand and agree that establishing the OEC will be a work in progress through trial and error. With that understanding, it is fully expected that there will be numerous suggestions by Members to improve or streamline the OEC and its processes to better achieve its Purpose as described herein. Further, all CEC members are entitled and encouraged to submit proposed changes to the Charter (and Membership and Licenses Agreements derived from the charter) on a frequent basis and that such changes shall be reviewed regularly by the CEC.

**15.7.1** Thus, in the two (2) years following the Charter Date, the CEC has authority to make amendments without input or vote by the Members not part of the CEC. Notwithstanding the above or anything in this Charter Agreement, Membership Agreement and/or related OEC documents to the contrary, the license grant and other rights and obligations regarding Landmark to the OEC may not be amended without Landmark's express written agreement.

**15.7.2** After the two (2) year period following the Effective Date, the Members agree that no amendment to this Agreement will be effective unless: (i) such amendment is approved by the CEC; (ii) the CEC thereafter notifies the OEC Founding membership of the proposed amendment and allows thirty (30) days for Founding 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 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. Notwithstanding the above or anything in this Charter Agreement, Membership Agreement and/or related OEC documents to the contrary, the license grant and other rights and obligations regarding Landmark to the OEC may not be amended without Landmark's express written agreement.

**15.8 Waivers.** Subject to the foregoing provisions on amendments to this Agreement, no waiver of a party's rights or remedies under this Agreement will be effective unless made in writing and signed by that party. The waiver or failure of a party to exercise in any respect any right provided for in the Agreement shall not be deemed a waiver of any further right hereunder

**15.9 Limitation of Benefits.** It is the intention of the parties to this Agreement that no person or entity other than such parties is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the other parties, and that all covenants, undertakings and agreements set forth in this Agreement

shall be enforceable only by the parties and their respective successors or permitted assigns.

**15.10 Counterparts.** This Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement.

**[Signature Block]**

IN WITNESS WHEREOF, the Founding Members (as identified with signature below) have caused this Charter Agreement to be executed through their duly authorized representatives as indicated below.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Anadarko Petroleum Co.  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: CGG Services, Inc.  
Address: 10300 Town Park Drive  
Houston, Texas 77072  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Dassault Systemes  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Devon Energy Corp.  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Dell EMC  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Scott Wendorf  
Title: Director  
Company: Halliburton Worldwide GmbH (herein referred to as "HWG")  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: IHS, Inc.  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Nagaraj Srinivasan  
Title: Senior Vice President  
Company: Landmark Graphics Corp. (herein referred to as "Landmark")  
Address: 3000 N. Sam Houston Parkway E.,  
Houston, Texas 77032  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Pivotal Software, Inc.  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Shell Global Solutions International B.V.  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Statoil ASA  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Total S.A.  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

### 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.

## Exhibit B

### Illustrative DecisionSpace™ Platform Components

Components listed below are not in reference to commercial products, but may include components of such products, wherein such inclusion is at Landmark’s sole discretion and will only include components for which Landmark has the right to license. The listing below is for illustration purposes only and imparts no obligation on Landmark to include or not include such components. In due course this exhibit will be replaced by a link of the OEC Community site to the most up to date list of available platform components.

Component Name	Component Description
DS Base	The application framework upon which DecisionSpace® plug-ins are built.
DS SDK	The DecisionSpace® SDK (Software Developer’s Kit) is a collection of Java APIs, libraries, example programs, and documentation to develop plug-ins for DecisionSpace® Geosciences.
DS GIS	DecisionSpace® GIS is an editor that manages and view Geographic Information System (GIS) information in the context of the DecisionSpace® Geosciences application and its data .
DS Mobility	Toolkit to develop Mobile application for DecisionSpace®
DSIS	Set of technologies and capabilities which provide integration between infrastructure, application & data. It includes components for data server, connectors, transfer, search, BPM, Messaging, Data virtualization, cross references, web framework and dropsite.
DS Data Quality	DecisionSpace® Data quality is an interactive Web dashboard with metrics and key performance indicators that enable end users and management to track, monitor and report data quality improvements over time.
DS Real Time Analytics *	The real time analytics platform for E&P applications
Recall	The master data management solution for borehole data. It manages load, export, storage, processing, distribution, etc. of well borehole data including image logs, for improved reservoir characterization.

<b>OpenWorks</b>	OpenWorks® is an integrated project management system in E&P. As the foundation of the DecisionSpace geoscience application environment, it provides a common framework for seamlessly sharing information, insights and interpretations between Landmark and third-party applications.
<b>EDM</b>	Integrated data model and management tools for drilling, well services, production, and economic information for Landmark's drilling and completions suite of applications.
<b>CDS</b>	E&P master data management solution for corporate data (Gold standard) with built in capabilities like quality control, entitlement etc.
<b>MDS PetroBank</b>	MDS® PetroBank manages E&P technical information in the company, including voluminous pre- and post-stack seismic and well log data. It manages all phases of seismic data from field, to prestack to processed data within a single company or a multi-client regional or national network.
<b>PowerExplorer *</b>	PowerExplorer® is a configurable heavy duty data management tool with advanced capabilities for browsing and managing spatial and tabular E&P data
<b>PowerHub</b>	Powerhub® is a data management server to enable data sharing, synchronization and federated data management between teams, disciplines and regions
<b>Seispace</b>	SeisSpace® Seismic Processing System delivers large volumes of data quickly and accurately with intuitive analysis tools, state-of-the-art geophysical algorithms and an optimized parallel infrastructure.
<b>Next gen Architecture</b>	NG Architecture provides Lambda and Kappa based cloud computation and visualization engine, it also provides a service orchestration platform to manage Microservices. This extends DS base capability to move it to the cloud architecture.