

ZONEVU SERVICE AGREEMENT – STANDARD TERMS AND CONDITIONS

These standard terms and conditions apply to the provision of ZoneVu Service by Ubiterra Corporation, a Delaware corporation (“UBITERRA”). These standard terms and conditions, together with the Order Form, as defined below, contain the terms of an agreement (this “AGREEMENT”) between Ubiterra and the customer identified in the Order Form (“CUSTOMER”).

RECITALS

- A. Ubiterra offers certain software-based services to the petroleum industry (collectively, “ZONEVU SERVICE”) under the mark and brand ZONEVU®.
- B. ZoneVu Service may include, without limitation: (1) oil industry technical software delivered as a subscription service via cloud-hosted infrastructure, (2) cloud data storage service for oil industry technical data, (3) rig drilling data capture and access service, (4) implementation, and (5) support. (The ZoneVu Service described in clause “(3)” is referred to as “RIGSTREAM”; and the data so captured and accessed is referred to as “RIGSTREAM DATA”.)
- C. The parties desire for Ubiterra to provide ZoneVu Service to Customer and for Customer to receive and pay for that service, all under the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. ZONEVU SERVICE

- a. **SPECIFIC ZONEVU SERVICE TO BE PROVIDED.** Ubiterra shall provide to Customer, and Customer shall pay for, under the terms and conditions of this Agreement, the specific ZoneVu Service applications stated in the order form signed and submitted by Customer and accepted by Ubiterra (“ORDER FORM”).
- b. **DELIVERY OF ZONEVU SERVICE.** ZoneVu Service is a “software-as-a-service” (or “SAAS”) offering and is provided via cloud-hosted infrastructure. Customer will have access to the underlying software as hosted by Ubiterra, but Customer will not receive a copy of the software in any form and will have no right, title, or interest in or to the software itself. Customer will access the underlying software using login credentials provided by Ubiterra.
- c. **FEES AND INVOICING.** Customer shall pay subscription and other fees (“FEES”) to Ubiterra for the ZoneVu Service provided hereunder, in the amounts stated in the applicable Order Form. Unless otherwise stated in the applicable Order Form, Ubiterra will invoice Customer for Fees, monthly and in advance, and each invoice will be payable in full upon receipt.

2. WHAT ZONEVU SERVICE INCLUDES

- a. **STANDARD SERVICE**
 - (i) **BASE APPLICATION.** The standard ZoneVu Service includes a base application, which all Customers receive.
 - (ii) **IMPLEMENTATION.** Standard implementation is provided with each base application at no additional charge. The Company’s policies and practices regarding standard implementation are available on request.
 - (iii) **SUPPORT.** Ubiterra will provide basic application support, as that term is understood in the SaaS software industry; *provided, however*, that if a Customer’s ZoneVu Service is

ordered through a third party, such as a reseller, the Customer will look to the third party as the Customer's primary provider of application support; the third party may provide first-tier support itself and may obtain the assistance of Ubiterra in providing more advanced levels of support. The term "THIRD PARTY", whether or not capitalized, means a person other than Ubiterra or Customer.

- b. **OPTIONAL SERVICE.** Optional modules or services are priced separately and will be provided only if listed on the applicable Order Form.
- c. **ZONEVU SERVICE LEVELS.** Ubiterra's policies and practices regarding service levels and uptime are available on request.
- d. **WHAT TERMS APPLY.** The terms and conditions of this Agreement apply to the provision, purchase, and use of ZoneVu Service by Customer, regardless of whether the service is ordered directly from Ubiterra or from a third party. The terms and conditions stated in the Order Form: (i) will be deemed an integral part of this Agreement; and (ii) will take precedence over any conflicting provision stated elsewhere in this Agreement.

3. TERM AND TERMINATION; SUSPENSION

- a. **INITIAL AND RENEWAL TERMS.** Unless stated otherwise in an applicable Order Form, this Agreement will be in effect for an initial term of 12 months, commencing on the date ZoneVu Service is first provided hereunder. Either party will give written notice of nonrenewal more than 30 days before the end of the then-current term.
- b. **TERMINATION FOR BREACH.** Either party may terminate this Agreement by reason of the other's breach, if the breaching party has failed to cure the breach within ten business days after the terminating party has sent the breaching party written notice specifying the breach in reasonable detail.
- c. **NON-PAYMENT OF FEES.** If Customer fails to pay any Fees when due, Ubiterra may do either or both of the following: (i) suspend ZoneVu Service after five business days' notice; or (ii) terminate this Agreement after ten business days' notice. Upon such suspension or termination, the login credentials and access for any or all ZoneVu Service for which payment is delinquent may be revoked or canceled, in Ubiterra's discretion.

4. UBITERRA'S WARRANTIES AND DISCLAIMERS

- a. **WARRANTY.** Ubiterra warrants to Customer, subject to the qualifications, limitations, and exclusions stated elsewhere in this Section 4: (i) that all implementation and support services will be performed in a workmanlike manner, consistent with applicable industry standards; (ii) that the ZoneVu Service will perform as expressly represented in (A) the product documentation that Ubiterra makes available to its customers generally, and in (B) any service level or uptime guarantee furnished by Ubiterra to Customer; and (iii) that the ZoneVu Service and Customer's use thereof in a manner for which it was intended will not infringe the Intellectual Property of any third party. (The warranty made in clause "(iii)" is referred to as the "**NONINFRINGEMENT WARRANTY**"; the Noninfringement Warranty and the other limited warranties stated in this Section 4.a are collectively referred to as "**UBITERRA'S LIMITED WARRANTIES**". "**INTELLECTUAL PROPERTY**" means patents, patent applications, inventions, trademarks, service marks, copyrights, computer programs, trade secrets, know-how, and all rights in or to any of the foregoing, whether domestic or foreign.)

- b. **WARRANTY DISCLAIMERS AND EXCLUSIONS**
- (i) Ubiterra's Limited Warranties are the only warranties made regarding the ZoneVu Service or regarding any aspect of Ubiterra's performance under this Agreement. **UBITERRA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.**
 - (ii) Without limiting the generality of the provisions stated above in this section:
 - A. Except as expressly stated in a written service level agreement or similar policy, and subject to any limitations or restrictions stated therein, Ubiterra does not warrant that any ZoneVu Service will be uninterrupted or error-free. Ubiterra does not warrant that RigStream Data is accurate or complete.
 - B. Ubiterra will have no liability or obligation to Customer to the extent it results from any damage, cost, liability, or obligation suffered or incurred by Customer in connection with any of the following: (1) Customer's use of the ZoneVu Service in an unauthorized or prohibited manner; (2) Customer's modification of the ZoneVu Service or associated software by any person other than Ubiterra or its authorized representative; (3) the loss, theft, or corruption of data resulting from access to the ZoneVu application by unauthorized users; or (4) Customer's use of the ZoneVu Service in a manner that is expressly prohibited or unauthorized by Ubiterra.
- c. **EXCLUSION OF CERTAIN DAMAGES; LIMITATION OF LIABILITY; INSURANCE. SUBJECT TO SECTION 4.E NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, BY REASON OF ANY ACTUAL OR ALLEGED BREACH OF, OR FAILURE TO COMPLY WITH: (A) ANY TERM OF THIS AGREEMENT; (B) UBITERRA'S LIMITED WARRANTIES OR ANY OTHER EXPRESS OR IMPLIED WARRANTY; OR (C) ANY OTHER DUTY OR OBLIGATION, REGARDLESS OF ITS SOURCE AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH IT ARISES, WHETHER AT LAW, IN EQUITY, BY STATUTE, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING UBITERRA WILL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGES IN THE NATURE OF LOST PROFITS, LOST GOODWILL, LOST REPUTATION, OR LOST OPPORTUNITY, EVEN IF UBITERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- d. **LIMIT OF LIABILITY.** The liability of either party under this Agreement will not exceed the total Fees received by Ubiterra during the six months occurring immediately before the Claim arose giving rise to the liability. **"CLAIM"** means any claim, action, demand, suit, proceeding, or other formal assertion of a legal right.
- e. **EXCEPTIONS.** Notwithstanding the foregoing: (i) Section 4.c will not apply to Claims based upon Customer's obligation to indemnify, defend, and hold harmless under Section 7.c; and (ii) Section 4.d will not apply to claims based upon Ubiterra's obligation to indemnify, defend, and hold harmless for ZoneVu I.P. Infringement Claims or upon either party's obligation to indemnify, defend, and hold harmless under Section 7.
5. **CUSTOMER'S WARRANTY.** By using the ZoneVu Service, Customer represents and warrants to Ubiterra that it has all necessary right, permission, and authority to use the ZoneVu Service and to access and use any data, information, or service obtained as a result of using the ZoneVu Service, including, without limitation drilling data.

6. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

- a. **INTELLECTUAL PROPERTY RIGHTS.** Nothing in this Agreement will constitute a grant or conveyance by either party to the other of any right, title or interest in or to any Intellectual Property of the first party. Any Intellectual Property developed by Ubiterra in the course of performing this Agreement, and any other Intellectual Property developed by Ubiterra relating to the ZoneVu Service, will be the sole and exclusive property of Ubiterra. Feedback and suggestions provided by Customer to Ubiterra regarding the ZoneVu Service will be the property of Ubiterra.
- b. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Ubiterra will indemnify, defend, and hold harmless Customer from and against any damages, costs, expenses, and amounts paid in settlement resulting from a Claim brought by a third party alleging facts that, if true, would constitute Ubiterra's breach of the Noninfringement Warranty ("**ZONEVU I.P. INFRINGEMENT CLAIM**").
- c. **PERMITTED MITIGATION BY UBITERRA.** If a third party asserts a ZoneVu I.P. Infringement Claim, Ubiterra may take any of the following actions to mitigate its liability exposure, without incurring further liability or obligation under this Agreement for doing so: (a) obtain, at Ubiterra's expense, whatever rights may be necessary to avoid the infringement or alleged infringement of the third party's rights; (b) redesign or replace the allegedly infringing portion or features of the ZoneVu Service, so that they are no longer infringing or allegedly infringing; or (c) terminate this Agreement and refund any unused portion of the Fees prepaid by Customer.

7. INDEMNIFICATION. In addition to infringement indemnification provided under Section 6:

- a. Each party shall indemnify, defend, and hold harmless the other party from and against any Claims brought by a third party resulting from the indemnifying party's (i) commission of fraud or intentional misconduct; or (ii) failure to comply with any laws, regulations, or other requirements of law applicable to its conduct under this Agreement.
- b. Customer shall indemnify, defend and hold harmless Ubiterra from and against any Claim brought by a third party alleging facts that, if true, would constitute Customer's breach of the representation and warranty made by Customer in Section 5.
- c. If Customer markets, sells, resells, or distributes RigStream or any other ZoneVu Service, Customer shall indemnify, defend, and hold harmless Ubiterra from and against any Claim brought by a third party who is a customer of Customer, excluding a ZoneVu I.P. Infringement Claim and excluding a Claim as to which Ubiterra owes indemnification under Section 7.a.
- d. For clarity, Ubiterra shall have no obligation to indemnify, defend, or hold harmless resulting from a breach of any of Ubiterra's Limited Warranties other than the Noninfringement Warranty. If Ubiterra breaches any of Ubiterra's Limited Warranties other than the Noninfringement Warranty, Customer may terminate this Agreement under Section 3.b.

8. CONFIDENTIALITY AND NONDISCLOSURE. This Section 8 will take precedence over any inconsistent provision in any other confidentiality or similar agreement between the parties.

- a. **CONFIDENTIAL INFORMATION.** Each party may have occasion to disclose Confidential Information to the other party in performing under this Agreement. The party disclosing the Confidential Information ("**DISCLOSER**") and the party receiving the Confidential Information ("**RECIPIENT**") will observe the provisions of this section. "**CONFIDENTIAL INFORMATION**" of the Discloser

means: (i) if Discloser is Customer, any data that is captured, uploaded, or created by or on behalf of the Customer; (ii) if Discloser is Ubiterra, the features, functions, operation, and future development plans of ZoneVu Service. Confidential Information of the Discloser also means any information that Discloser is required to keep confidential by virtue of an agreement with a third party or by virtue of any other legal obligation. The foregoing is the exclusive definition of Confidential Information and will not be enlarged by implication.

- b. **EXCLUSIONS.** Notwithstanding the above definition of Confidential Information, information meeting any of the following criteria is not Confidential Information, even if it otherwise meets the definition of Confidential Information: (i) information that is in the public domain or is generally known in the relevant industry, or later acquires such status, without wrongdoing on the part of the Recipient or anyone acting in concert with the Recipient; (ii) information that was known to the Recipient before it was received from the Discloser or that is received by the Recipient from a third party at any time, in either case without wrongdoing on the part of any person and without restriction on the Recipient's disclosure or use of the information; (iii) information that is independently developed by the Recipient without reference to any other Confidential Information; (iv) information that is general conceptual information (as compared to, *e.g.*, specific technical or financial information, specific offerings or specific product ideas) that is incidentally retained in the unaided memories of persons who have had access to the Confidential Information; and (v) the fact that Customer is a user and customer of ZoneVu Service.
- c. **NONDISCLOSURE.** Unless specifically permitted under this Agreement or permitted by the Discloser in writing, the Recipient will not disclose any of the Discloser's Confidential Information to any third party, whether orally, in writing, telephonically, electronically or otherwise. If any person seeks to compel the Recipient to disclose any of the Discloser's Confidential Information by means of subpoena or legal process, the Recipient will immediately notify the Discloser and will cooperate fully in protecting against such disclosure or otherwise in mitigating the potential harm that the Discloser might suffer as a result of the disclosure sought. A Recipient may disclose Confidential Information to its employees, subcontractors and other persons who are under a professional duty to respect the confidentiality of such Confidential Information; *provided, however*, that any such person must agree in writing to observe all the restrictions on disclosure and use of the Discloser's Confidential Information that are stated in this Section 7, either in an agreement specifically referencing this Agreement or in another writing having substantially the same effect. Notwithstanding the above provisions of this paragraph, if the Customer shares its own Confidential Information with third parties of its choosing by means of the ZoneVu Service, such sharing will not constitute Ubiterra's disclosure of Confidential information in violation of this Agreement.
- d. **NONUSE.** Unless the Recipient obtains the written approval of an authorized officer of the Discloser, the Recipient will not use any Confidential Information of the Discloser for any purpose other than in furtherance of this Agreement, and in no event for the personal benefit of any individual or for the benefit of any person other than the Discloser.
- e. **OTHER.** The Recipient will not copy, decompile, modify, reverse engineer, or create derivative works out of any Confidential Information of the Discloser without the Discloser's written consent. The Recipient will observe all the terms, conditions and restrictions of which it has knowledge applicable to Confidential Information that the Discloser is obligated to keep

confidential. Nothing in this Agreement constitutes the transfer of any ownership rights in either party's Confidential Information.

- 9. ARBITRATION.** All disputes arising under or in connection with this Agreement or the performance hereof must be referred to arbitration before a single arbitrator who shall be appointed by agreement in writing between the parties or, if they are unable to agree on the identity of the arbitrator within 10 days after the demand for arbitration is filed. The arbitration will be conducted in Denver, Colorado, in accordance with the rules of American Arbitration Association then in effect. The decision and award of the arbitrator will be written and binding and may be entered and enforced in any court of competent jurisdiction. The decision and award of the arbitrator: (a) will be Confidential Information of both parties, as will be the demand for arbitration; (b) will only affect the rights of the parties with respect to the immediate dispute between the parties, and (c) will have no collateral estoppel, issue preclusion or other precedential effect on either party. Each party to the arbitration waives any right of application or appeal to any court, insofar as a waiver can validly be made. The arbitrator may order specific performance, preliminary and final injunctive relief, and other equitable relief. The arbitrator may award in his/her discretion attorneys' fees and other costs and expenses of litigation, or a portion thereof, as he/she may deem just and equitable, regardless of which party prevails in the proceeding.

10. GENERAL

- a. **NOTICES.** Any notice required or permitted hereunder must be in writing and will be validly and effectively given upon receipt by an officer of the party to be notified who is authorized to receive legal communications addressed to that party or who has direct responsibility in connection with the subject matter of this Agreement. A notice may be delivered by personal delivery, email, United States mail, a nationally recognized courier service or any other reasonable method, so long as the party giving notice demonstrates, by written confirmation or other evidence, that the notice was in fact received as required above. A notice sent by United States mail, addressed to a party at its address on the signature page of this Agreement, will be presumed received on the third day following its mailing, if mailed to an address in the United States.
- b. **GOVERNING LAW; PERSONAL JURISDICTION; VENUE.** This Agreement and all disputes relating to this Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflict of laws principles. Each party submits to the personal jurisdiction of the courts of the State of Colorado and the United States courts sitting therein. Any dispute arising under or in connection with this Agreement that for any reason is not resolved in an arbitration conducted in accordance with Section 9 may only be conducted in a court located in the State of Colorado.
- c. **NO EXCLUSIVITY; RESERVATION OF RIGHTS.** The arrangement described in this Agreement is nonexclusive. Ubiterra reserves all rights regarding the ZoneVu Service and the subject matter of this Agreement other than those expressly granted herein.
- d. **FURTHER ASSURANCES.** Upon demand by either party (the "demanding party"), the other party will execute any and all assignments, bills of sale, instruments of transfer, and other documents reasonably requested by the demanding party to evidence more fully its rights in any Intellectual Property and otherwise to carry out more fully the purposes and intents of this Agreement. The demanding party will pay all reasonable out-of-pocket costs and expenses actually incurred by the other party in complying with its demand.

- e. **FORCE MAJEURE.** Any failure or delay in the performance of any duties or obligations of either party (except the payment of money owed) will be excused, and will not be considered a breach of this Agreement, if and to the extent such failure or delay is beyond the reasonable control of the party and does not result from the negligence or other fault of that party.
- f. **AMENDMENT AND WAIVER.** This Agreement may not be amended, modified, superseded, canceled, renewed or expanded except by a writing executed by each party. No waiver of any term or condition hereof will be valid unless in writing and signed by the party waiving such term or condition. A party's mere forbearance or delay in exercising any right hereunder will not be construed as a waiver.
- g. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable in whole or in part, the effectiveness and enforceability of the remainder of this Agreement will not be affected thereby, and the invalid or unenforceable portion will be deemed revised to render it valid and enforceable while conforming as nearly as possible to the intent of the parties.
- h. **ASSIGNMENT.** This Agreement may not be assigned by either party in whole or in part without the express written consent of the other party, which consent will not be unreasonably withheld or delayed; *provided, however*, that each party consents to the assignment of this Agreement in total, by the other party, to an affiliate of the other party; and each party consents to the assignment of this Agreement in total, by the other party, to any acquirer (by merger, stock purchase, asset purchase or otherwise) of all or substantially all the assets and business of the other party or of the business unit of the other party that is responsible for this Agreement.
- i. **ENTIRE AGREEMENT.** This Agreement (as such term is defined in the preamble) contains the entire agreement and understanding of the parties with regard to its subject matter and supersedes all prior term sheets, agreements, arrangements and understandings, written or oral, pertaining to that subject matter. No representation, promise or inducement relating to the subject matter hereof has been made, other than those representations, promises, and inducements expressly stated herein.
- j. **CERTAIN RULES OF CONSTRUCTION.** All definitions and defined terms appearing anywhere in this Agreement apply throughout this Agreement. The term "including" will be construed as "including, without limitation". "For example" will be construed as "for example, and without limitation". Unless otherwise stated, references to periods of ten days or less will be construed as references to business or working days (*i.e.*, Monday through Friday, excluding United States bank holidays), and references to periods of 11 days or more will be construed as references to calendar days.
- k. **THIRD PARTY BENEFICIARIES.** There are no intended third-party beneficiaries of this Agreement.
- l. **AGREEMENT BINDING WHEN ORDER FORM SIGNED AND ACCEPTED.** This Agreement is binding on Ubiterra and Customer when the Order Form is signed and submitted by Customer and accepted by Ubiterra. If Customer is an entity, the individual signing the Order Form on behalf of the entity represents that he or she has the full legal authority to do so on behalf of the entity.