



PIDX INTERNATIONAL ONLINE COLLABORATION SPACE TERMS AND CONDITIONS

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Welcome to the PIDX International Online Collaboration Space

These Terms of Use Create a Binding Agreement. This Online Collaboration Space (the “*Collaboration Space*”) is provided by Petroleum Industry Data Exchange, Inc. (“*PIDX*”) subject to these terms of use and all modifications thereto (collectively, the “*Terms of Use*”). By accessing this Collaboration Space, You have agreed to these Terms of Use just as if You had signed this Agreement. If You do not wish to be bound by this Agreement, You must not make any further use of the Collaboration Space and you should immediately exit this Collaboration Space and request that PIDX deactivate your password. The term “*You*” when used in these Terms and Conditions refers both to any individual gaining access to the Collaboration Space and to the company (whether a corporation, partnership or other form of entity) that employs such individual or, if that individual is a consultant or independent contractor, the company on whose behalf an individual gains access to the Collaboration Space. You agree to assure that Your employees and affiliates comply with these Terms of Use.

Use of the Collaboration Space is limited to persons and companies who have been issued an authorized password to the Collaboration Space by PIDX (the “*Authorized Users*”).

Purpose of the Collaboration Space and Permitted Uses of Content. This Collaboration Space is intended to serve as a collaborative means for the Authorized Users to post and contribute information in furtherance of the Permitted Uses. The “**Permitted Uses**” means (a) developing and preparing non-proprietary standards, schema or templates (the “**Standards**”) for the organization, display, transmission, routing and packaging of electronic information (whether invoices, purchase orders or other transaction documents, business messages or other communications, or product description schemas) for the purpose of having such Standards adopted and promulgated by the Petroleum Industry Data eXchange (PIDX), the Electronic Business Committee of the American Petroleum Institute (API) or a similar or successor neutral industry body and (b) the use, publication, modification, translation and distribution of the Standards in and open and non-proprietary manner for the enjoyment of all participants in the applicable industry utilizing the Standards. All information (excepting personal information the use of which is governed by our Privacy Policy), data, schema, descriptions, templates, text, photographs, graphics, video, messages, suggestions, remarks, ideas and other materials that You may post, deliver or input to or on the Collaboration Space or supply to PIDX for its development of the Standards shall be referred to herein as “*User Supplied Content.*” You acknowledge that all User Supplied Content may be assigned or transferred to PIDX and/or released into the public domain and you hereby grant PIDX the right to do so, forever quitclaiming your rights in the User Supplied Content and waiving any right to object to such transfer or release. You agree that all other Authorized Users of the Collaboration Space may use, reproduce, transmit and create derivative works from the User Supplied Content to the extent reasonably necessary to further the Permitted Uses. You also warrant that any “moral rights” in User Supplied Content have been waived.

Ownership of Content & License to Use the Content. This Collaboration Space contains or may contain data, information, trademarks, service marks, logos, text (which may or may not be subject to copyright protection), and other content owned by or licensed to PIDX (the “*Content*”). You acknowledge and agree that PIDX and/or its licensors reserve all rights in connection with such Content, including without limitation, all copyrights in all media (including paper and digital reproduction rights). You further acknowledge that Your sole rights in the Collaboration Space and the Content are contained

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Ownership of Content Provided by You. By posting User Supplied Content on or through this Collaboration Space, You represent and warrant to PIDX that such User Supplied Content does not infringe upon the rights of any third parties, including but not limited to copyright, trademark or patent rights of third parties. You agree that You are solely responsible for the origination, accuracy, completeness and ownership of, and that You (and not PIDX) are entirely responsible for, the User Supplied Content supplied by You. You agree that, upon Your submitting or sending User Supplied Content to PIDX or otherwise making User Supplied Content available for display on or through the Collaboration Space, (a) You, and anyone claiming by, through or under You, forever and irrevocably waive any right to object, limit, control or collect royalties from the use, reproduction, modification, publication, translation, distribution and creation of derivative works from such User Supplier Content by any third party in connection with the Permitted Uses, including but not limited to, all other Authorized Users of the Collaboration Space and PIDX and (b) PIDX and all other users of this Collaboration Space shall have the royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Supplied Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed in furtherance of the Permitted Uses. You acknowledge that any designation in the Collaboration Space of an "Owner" of certain material refers to only to the original contributor of the materials and does not confer or connote an ownership interest.

PIDX does not pre-screen, monitor, review or otherwise edit User Supplied Content posted, or otherwise made available, on or through the Collaboration Space. However, PIDX (or a designee) reserves the right (but assumes no obligation) to, at its sole discretion, refuse, edit or remove any User Supplied Content, in whole or part, that, in PIDX's sole judgment, does not comply with these Terms of Use, is illegal, or is otherwise undesirable, inappropriate or inaccurate. PIDX is not responsible for any failure, non-failure or delay in refusing, editing or removing such User Supplied Content.

Your Conduct When Using the Collaboration Space. You may not (and You agree not to) upload, post, input, email or otherwise transmit any User Supplied Content on or through the Collaboration Space that: (i) infringes any rights of any party or person or invades their privacy or publicity rights; (ii) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, or otherwise objectionable, (iii) is protected by copyright, trademark or other proprietary right without the express written consent of the owner of such right, (iv) contains software viruses or any other computer code, files or programs designed to or which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other similarly destructive activity, or (v) is used to unlawfully collude against another person in restraint of trade or competition or is in violation of the Antitrust Policy below.

You further agree that you will not: (i) harvest, collect or store information about the users of the Collaboration Space or the User Supplied Content posted by others on the Collaboration Space, (ii) violate any applicable local, state, national or international law or regulation, (iii) allow unauthorized third parties access to the Collaboration Space or take any act inconsistent with the security of the Collaboration Space.

In the event PIDX issues you a password, User I.D. code or other device (a “Security Device”) to control access to and security of the Collaboration Space, then such Security Device will remain the exclusive property of PIDX and You agree to use all reasonable commercial means to protect such Security Device and to only permit authorized personnel in Your company to have access to the Security Device. In the event a non-authorized person secures or gains access to the Security Device, you agree to immediately notify PIDX and take reasonable measures to assist PIDX in denying such unauthorized person access to the Collaboration Space, including the termination of the Security Device. Any access or attempt to access this Collaboration Space by an unauthorized person, and any actions taken to assist an unauthorized person in gaining access to this Collaboration Space, are strictly prohibited.

Connectivity to the Collaboration Space. You are responsible for all costs and expenses associated with establishing and maintaining Your connection to the Collaboration Space. You shall provide and maintain all telephone and other equipment necessary to access the Collaboration Space. You shall reimburse PIDX for any costs incurred by PIDX in connection with Your use of or connection with the Collaboration Space in violation of these Terms of Use. PIDX reserves the right to refuse assistance or seek additional fees if You seek assistance from PIDX with respect to Your use of the Collaboration Space.

Termination. PIDX may terminate Your right to use the Collaboration Space (i) immediately upon Your breach of these Terms of Use or PIDX’s reasonable belief that You may have breached these Terms of Use or (ii) at any time following ten (10) days prior written or electronic notice to You, (iii) immediately upon the occurrence of an event not reasonably within the control of PIDX necessitating such termination or if PIDX reasonably believes it is necessary or appropriate to terminate or limit access to the Collaboration Space for commercial, technical, security or legal compliance reasons, provided however that PIDX will use reasonable good faith efforts to permit PIDX to copy or remove any User Supplied Content in accordance with the Permitted Uses prior to or following such termination.

Privacy Policy. We encourage You to read our Privacy Policy at <http://www.pidx.org/policies-procedures/> which is incorporated by reference into these Terms of Use.

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Limitation of Liability IN NO EVENT WILL PIDX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, MEMBERS, AFFILIATES, SUCCESSORS OR ASSIGNS, BE LIABLE TO ANY PARTY (i) FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF YOUR USE OF THE COLLABORATION SPACE OR THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE COLLABORATION SPACE , EVEN IF PIDX OR ITS INDEPENDENT CONTRACTORS OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION. THE PERSON OR COMPANY SELECTED BY PIDX TO OPERATE THE COLLABORATION SPACE OR THE SERVER ON WHICH THE COLLABORATION SPACE IS HOSTED FROM TIME TO TIME IS AN INDEPENDENT CONTRACTOR OF PIDX FOR PURPOSES OF THIS PARAGRAPH AND A THIRD PARTY BENEFICIARY OF THIS AGREEMENT. YOU ASSUME ALL RISKS OR ERRORS AND/OR OMISSIONS IN THE COLLABORATION SPACE, INCLUDING THE TRANSMISSION OF INFORMATION TO OR FROM THE COLLABORATION SPACE .

Indemnification BY AGREEING TO USE THE COLLABORATION SPACE , YOU AGREE TO DEFEND, INDEMNIFY AND HOLD PIDX, ITS AFFILIATES, AGENTS, INDEPENDENT CONTRACTORS, OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR IN ANY WAY RELATING TO YOUR USE OF THE COLLABORATION SPACE , INCLUDING BUT NOT LIMITED TO CLAIMS, LIABILITIES, COSTS AND EXPENSES ARISING FROM THE NEGLIGENCE OF PIDX OR ITS AGENTS, INDEPENDENT CONTRACTORS OR CONSULTANTS, ANY VIOLATION OF THESE TERMS OF USE BY YOU, OR ANY USER SUPPLIED CONTENT YOU POST ON OR THROUGH THE COLLABORATION SPACE .

Applicable Laws/Jurisdiction The laws of the state of Texas, excluding its conflicts-of-law rules, shall govern these Terms of Use and Your use of the Collaboration Space. You agree that any claim or dispute with PIDX or relating in any way to Your use of the Collaboration Space shall be commenced and heard exclusively in the state or federal courts of the state of Texas, county of Harris, and you agree and expressly consent to the exercise of personal jurisdiction in the courts of the state of Texas, in connection with any such dispute.

Antitrust Statement of Policy. PIDX is committed to complying with all applicable antitrust laws. Those laws prohibit, among other things, any agreement, whether oral or written, among competitors that are in restraint of trade. They also prohibit conduct that reduces competition or that involve competition by unfair means. You and All Users of this Collaboration Space are required to follow this policy strictly and without exception. Violations of antitrust laws can lead to severe penalties, including jail or fines for those individuals committing violations. *Standards may not be promulgated for the purpose of gaining competitive advantage or to exclude other competitors and You agree not to seek or promote any Standards or use this Collaboration Space for the purpose of gaining competitive advantage over another or for any improper purpose. Standards must be based on objective criteria that promote efficiency throughout the industry.* The Anti-trust policy of PIDX is available at <http://www.pidx.org/antitrust/> and You agree to comply with that policy with respect to any actions taken by You in this Collaboration Space that relate to the Standards Leadership Council PIDX. Persons with questions regarding what is, or is not, permitted under anti-trust laws should consult counsel before behaving in conduct that may violate, or create the perception of a violation of, antitrust laws.

Changes to Terms of Use. PIDX may change these Terms of Use from time to time and at any time following delivery of written or electronic notice to You. All such changes to these Terms of Use will also appear on this page of the Collaboration Space. By using the Collaboration Space following Your

receipt of such modifications to these Terms of Use, You agree to be bound by any such modifications to these Terms of Use. Neither written or electronic notice from You to PIDX, nor the parties' course of conduct or trade practice, will be effective to modify or amend these Terms of Use. No change in the Terms of Use may affect the rights of PIDX in User Supplier Content posted or delivered prior to the effective date of such modifications, without the consent of PIDX.