

# RigData's User License Agreement

This User License Agreement is entered into with RigData, a division of DataWright Corporation, of P.O. Box 820547, Fort Worth, TX 76182 (hereinafter "RigData") and the purchaser (hereinafter "Subscriber") with the purchase of any products and or services from RigData. In consideration of their mutual promises, covenants and undertakings, the parties agree as follows:

## 1. DEFINITIONS

"Data" shall mean all information gathered, obtained, generated and prepared by RigData related to the RigData Services in any format, written or electronic, including, but not limited to, reports, maps, directories, data headings, or other materials provided to Subscriber pursuant to this Agreement.

"Database Materials" shall mean any electronic collection of Data generated, prepared, or assembled by or for RigData including, but not limited to, any electronic database incorporating all or a portion of the Data and made accessible to Subscriber pursuant to this Agreement.

"Intellectual Property Rights" shall mean any and all proprietary rights embodied in and/or otherwise related to the RigData Materials that may exist from time to time in any jurisdiction under patent law, copyright law, publicity rights law, moral rights law, trade secret law, trademark law, unfair competition law, or other similar protections, whether or not such rights are registered or perfected.

"RigData Materials" shall mean the Data and the Database Materials.

## 2. LICENSE

Subject to the terms and conditions set forth in this Agreement, RigData grants to Subscriber a non-exclusive, non-transferable, revocable, world-wide, limited license to use the RigData Materials provided to Subscriber pursuant to this Agreement solely for the internal business purposes of Subscriber.

## 3. LICENSE FEE

In consideration of the License grant set forth in this Agreement, Subscriber shall pay RigData a monthly or annual fee according to the fee schedule associated with the products or services purchased and as is detailed in the online storefront and in the emailed copy of the purchase receipt and which are incorporated in this Agreement by reference.

RigData reserves the right to revise or change the fees for any products and or services upon thirty (30) days prior written notice to Subscriber and Subscriber agrees to pay the fees in accordance with any new fee schedule.

## 4. OWNERSHIP RIGHTS

Subject to the License grant of Section 2, Subscriber acknowledges that all right, title and interest in and to the RigData Materials, including all right, title and interest in and to any Intellectual Property Rights of the RigData Materials, is and shall remain with RigData.

The Subscriber agrees not to make any claim of ownership in and to the RigData Materials. The Subscriber acknowledges that the RigData Materials comprise valuable Intellectual Property Rights owned by RigData and agrees to not to do anything inconsistent with the rights of RigData in and to those Intellectual Property Rights.

## 5. OBLIGATIONS OF SUBSCRIBER

Subscriber agrees not to use the RigData Materials in any manner that is competitive with RigData's distribution of or subscriptions for the RigData Materials.

Subscriber shall not copy, distribute, display, transmit, publish, prepare derivative works of, or otherwise use the RigData Materials provided by RigData to Subscriber unless explicitly authorized pursuant to this Agreement. In no

event shall Subscriber distribute, resell, transmit, display, publish, assign, disseminate, allow access to, or convey any portion of the RigData Materials to a third party.

Subscriber shall maintain only one copy of any Database Materials provided by RigData pursuant to this Agreement onto the hard drive of one computer of Subscriber and may make only one copy of the Database Materials for backup purposes.

Subscriber shall limit access to the RigData Materials solely to the employees or agents of Subscriber indicated herein listed as Subscribers.

Subscriber shall be responsible for retrieving any Database Materials made available by RigData pursuant to this Agreement from the secure and stable environment made available by RigData.

Subscriber shall be responsible for communicating to RigData by timely written notice any technical issues encountered in retrieving any Database Materials made available by RigData pursuant to this Agreement believed by Subscriber to be attributable to RigData.

Subscriber shall provide timely written notice of any discrepancy in the RigData Materials to RigData. The Subscriber shall give RigData sufficient and reasonable time to address and resolve any discrepancy in the RigData Materials or any issues encountered in retrieving the same for which timely written notice has been received by RigData from Subscriber.

Subscriber shall not make any representations or warranties to any third party regarding the RigData Materials without the written approval of RigData.

Subscriber agrees that all uses of any trademark of RigData shall inure to the benefit of RigData and that Subscriber shall take no action to dilute or disparage the rights of RigData in any trademark.

Subscriber agrees that the original and all copies of any Database Materials made available by RigData pursuant to this Agreement are covered by this Agreement.

Subscriber agrees not to challenge the validity or enforceability of this Agreement or the rights of RigData in any of the RigData Intellectual Property Rights.

## 6. TERM

Unless otherwise terminated earlier pursuant to Section 7, the term of this Agreement and any renewals thereof shall be as specified in the online storefront and in the emailed copy of the purchase receipt and which are incorporated in this Agreement by reference.

## 7. TERMINATION

Subscriber shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to RigData. If terminated by Subscriber without cause, RigData shall not refund any license fee paid by Subscriber pursuant to this Agreement. Either party may terminate this Agreement in the event of a material breach by the other party of any provision herein. Such material breach termination shall be made by written notice to the other party specifically identifying the breach on which termination is based and shall become effective, unless cured, within thirty (30) days or for nonpayment within ten (10) days or if not curable then effective immediately upon the giving of such notice.

The license granted in Section 2 is conditioned upon the use of the RigData Materials only as set forth in this Agreement and if all or any portion of the RigData Materials is used inconsistently therewith the license shall immediately, automatically and forever cease and terminate and the Subscriber shall thereafter immediately cease using the RigData Materials in any manner whatsoever and destroy all such RigData Materials in Subscriber's possession.

RigData shall have the right to restrict or terminate the Subscriber's access to the RigData Materials immediately and without notice if the Subscriber fails to timely pay amounts due under this Agreement.

#### 8. NOTIFICATION TO EMPLOYEES AND AGENTS

Subscriber shall notify all of the employees and agents of Subscriber that will come into contact with the RigData Materials of this Agreement and the restrictions set forth herein. Subscriber shall police employees and agents of Subscriber who use the RigData Materials and shall immediately take corrective action upon uncovering any prohibited use.

#### 9. DISCLAIMER OF WARRANTY

RIGDATA DOES NOT WARRANT THE ACCURACY, COMPLETENESS, SUFFICIENCY, RELIABILITY, OR USEFULNESS OF ANY PORTION OF THE RIGDATA MATERIALS.

RIGDATA ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, COMPLETENESS, SUFFICIENCY, RELIABILITY, OR USEFULNESS OF THE CONTENT OF THE RIGDATA MATERIALS OR FOR ANY OTHER DAMAGE OR LOSS OF ANY KIND ARISING FROM THE LICENSE OR USE OF THE RIGDATA MATERIALS EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE RIGDATA MATERIALS ARE PROVIDED AND LICENSED TO SUBSCRIBER ON AN "AS IS" BASIS AND SUBSCRIBER ACKNOWLEDGES THAT ANY USE OF THE RIGDATA MATERIALS BY SUBSCRIBER IS AT SUBSCRIBER'S OWN RISK.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, RIGDATA MAKES NO WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, REGARDING THE RIGDATA MATERIALS OR THE LICENSE GRANTED HEREIN, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY AND SPECIFICALLY DISCLAIMED.

#### 10. LIMITATION OF LIABILITY

SUBSCRIBER ASSUMES THE SOLE RESPONSIBILITY FOR USE OF THE RIGDATA MATERIALS. RIGDATA WILL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY EFFECTS. IN NO EVENT SHALL RIGDATA'S LIABILITY EXCEED THE FEE FOR THE RIGDATA MATERIALS THAT GAVE RISE TO THE CLAIM.

#### 11. INDEMNIFICATION

Subscriber shall indemnify and hold harmless RigData against all liability, costs and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to a breach of this Agreement.

#### 12. INJUNCTIVE RELIEF

Subscriber acknowledges that RigData could not readily or adequately be compensated by monetary damages for the injury RigData would suffer upon the breach of any provision of this Agreement by Subscriber and that such breach would cause irreparable injury to RigData and, therefore, in addition to any other remedies available to RigData, RigData shall be entitled to injunctive or other equitable relief to prevent or discontinue any and all such breaches. Subscriber agrees that RigData, in seeking any injunctive or other equitable relief, need not furnish or post any bond or prove any damages.

#### 13. REPRESENTATIONS AND WARRANTIES

Subscriber and RigData each warrant that, as of the Purchase Date, they possess the legal right and authority to enter into this Agreement and that each of the persons signing this Agreement on behalf of Subscriber and RigData is duly authorized to do so. Subscriber and RigData each represent that this Agreement is intended to and shall be binding upon the heirs, successors, assigns of the respective parties.

#### 14. NOTIFICATION OF SUBSCRIBER CHANGES

Subscriber will notify RigData in writing as soon as reasonably possible of any changes in the name, address, or other relevant information of Subscriber whenever such changes occur. RigData will not assume any responsibility for any disadvantage suffered by Subscriber because RigData was not notified in accordance with this Section.

#### 15. CONFIDENTIALITY

Subscriber shall keep the provisions of this Agreement and the License confidential and shall not disclose the same to any third party, either during the term of this Agreement or any time thereafter, except in furtherance of or as required by this Agreement.

#### 16. MISCELLANEOUS

Subscriber shall not assign, sub-license, transfer or otherwise convey any of Subscriber's rights or obligations under this Agreement without first obtaining RigData's written consent. This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with, the laws of the United States and the State of Texas. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas state courts and the Federal courts located in Texas and the parties hereby consent to the personal and exclusive jurisdiction and venue of these courts. This Agreement constitutes the entire and only agreement between Subscriber and RigData regarding the RigData Materials and all other prior negotiations, representations, agreements and understandings are superseded hereby. This Agreement may not be modified, amended, altered, or supplemented except by a writing signed by a duly authorized representative of both parties hereto. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intent of the parties is still effectuated by the remaining provisions. Any waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. All the provisions of this Agreement shall survive any termination of this Agreement. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed as follows:

RigData  
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Fort Worth, Texas 76180