

SCHEDULE D

INFORMATION AND INTELLECTUAL PROPERTY POLICY

Information and Intellectual Property Policy

Approved: November 20, 2003

1. **Introduction.** The Energistics (“Energistics” or the “Consortium”) is a non-profit membership corporation dedicated, among other things, to the promulgation of open standards in the oil and gas exploration and production industry. This Policy applies to all participants in Energistics Activities (as defined below), whether or not they are members of Energistics, (“Participants”), and compliance with this Policy is a prerequisite to participation in any Energistics Activity. Participation in any Energistics Activity shall be deemed to indicate an agreement to abide by the terms of this Policy.
2. **Definitions.** The following capitalized terms shall have the following meanings when used herein:
 - a. “Affiliate” means a corporation, company or other entity (i) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly by a party hereto, but only for so long as such ownership or control exists; or (ii) which owns or controls more than fifty percent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) of a party hereto, or (iii) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly by an entity referred to in (ii) above. For purposes hereof, “indirect” ownership or control means that a series of entities can be specified between one entity and another, in which each such entity in the series directly owns or controls more than fifty percent (50%) of the outstanding shares or securities of the next entity in such series.
 - b. “Contribution” means any business or technical information, statement, material, document, work of authorship, idea, improvement or know-how, in whatever form (“Information”) disclosed by the Participant in connection with any Energistics Activity, including but not limited to proposals for new Energistics Work Items, or modifications, enhancements or developments of an existing Energistics Work Item, but excluding any Information, software or product that the Participant clearly describes in advance of disclosure to all other Participants in the relevant Energistics Activity as being disclosed solely for informational purposes, and not for incorporation into or use as a Energistics Work Item.
 - c. “Energistics Activity” means any meeting, seminar, conference, workgroup, round table, planning session, online discussion, request for comments or other in-person or electronic activity organized or facilitated by Energistics or any committee or sub-group thereof (including, without limitation, any Special Interest Group), and any technical discussion or communication between any personnel of Participant and Energistics relating to any such activity or any Energistics Work Item.
 - d. “Energistics Work Item” means any technical specification, standard, schema, API, publication, data model, definition, dictionary, software code or other work planned, developed, prepared, maintained, overseen, enhanced, modified or corrected by Energistics, independently or jointly with one or more Participants or other organizations, or as part of any Energistics Activity.
3. **No Disclosure of Confidential Information.** Except as otherwise provided in this Policy or as mutually agreed among all Participants in a Energistics Activity, Participant shall not disclose its confidential or proprietary information or trade secrets at or in connection with any Energistics Activity, and any information disclosed by Participant at or in connection with a Energistics Activity (including IPR Disclosures described in Section 6 below) shall be deemed to be publicly disclosed, and Energistics and the other Participants shall have no obligation to keep such information confidential and shall be free to use such information without accounting.
4. **No Competitive Information.** At Energistics Activities the Participant shall not disclose or discuss with any other organization or Energistics any competitive information, including, but not limited to, product pricing, costs, sales, marketing or profit margins, non-public product development plans, exploration plans or delivery schedules or plans for bidding on projects or soliciting customer bids. The discussion or disclosure of any such information shall be grounds for immediate termination of a Participant's participation in all Energistics Activities.
5. **Contributions.**
 - a. Participant understands that the work of Energistics is a collaborative process in which Participants and staff may participate jointly to develop Energistics Work Items in the context of Energistics Activities. In order for Energistics Activities to be effective for the development of Energistics Work Items, all participants must grant Energistics certain limited rights in their respective Contributions, which Energistics may then sublicense to all other Energistics Participants.
 - b. Accordingly, Participant hereby grants to Energistics, under all copyrights, data and database rights of Participant, a perpetual, worldwide, non-exclusive, fully-paid, royalty-free right and license (including the right to sublicense) to utilize, modify, reproduce

and create derivative works of its Contributions, without any obligation to acknowledge, or pay any amounts to, Participant, solely for the purpose of developing, modifying, enhancing, distributing, promoting and publishing Energistics Work Items. Energistics and other Participants acknowledge that this paragraph shall not grant any right or license under any patent held by Participant.

- c. Participant hereby represents and warrants to Energistics that it is the owner of and has the right to grant Energistics the licenses in and to the Contributions as described in this Agreement, and that such Contributions do not, to the Participant's knowledge, except as disclosed pursuant to Section 6, violate or infringe the copyright, patent, trademark, trade secret or other intellectual or industrial property rights of any third party.
- d. Energistics and other Participants shall obtain no ownership interest in or to any Contribution under this Policy except for the licenses granted herein.
- e. There shall be no limitation hereunder on Participant's right to continue to modify, enhance or change Contributions following their disclosure to Energistics; provided, however, that any such modification, enhancement or change that Participant submits to Energistics as a Contribution shall also be subject to the provisions of this Agreement. Energistics shall have no obligation to use any Contribution or modification, enhancement or change thereto, and shall have the sole discretion as to the use and modification of Contributions.
- f. In certain cases, the parties may deem it beneficial to document a significant Contribution in a separate writing, either to describe the Contribution with particularity, or to impose additional terms on its use. Any such writing shall reference this Agreement and shall not seek to limit Energistics' license rights as set forth in Section 5(b) above. In addition, a separate writing may be required if the Participant desires to license or contribute one or more trademarks to Energistics, to be used in connection with a specific Contribution.

6. IPR Disclosures.

- a. Participant shall disclose to Energistics in writing (an "IPR Disclosure") any patent or patent application (published or unpublished) in any jurisdiction owned by Participant or any of its Affiliates, or which Participant or its Affiliates have the right to license or enforce, the claims of which may cover any aspect of a Contribution or the Energistics Work Item to which a Contribution relates. Such IPR Disclosure shall be made as soon as reasonably practical after the requirement to disclose under this Section 6 arises. In addition, Participant is encouraged, but not required, to disclose any third party patent or patent application of which it is aware and which the Participant believes may cover any aspect of a Energistics Work Item.
- b. Each IPR Disclosure shall state (1) the jurisdiction in which such patent or patent application is issued or filed, and the relevant patent number or application number (which number, in the case of a patent application that is unpublished at the time of disclosure, shall be provided promptly after publication), (2) the specific Energistics Work Item(s) covered, (3) whether Participant intends to grant licenses under the patents or patent applications subject to the IPR Disclosure, and, if so, on what terms (which shall be non-discriminatory).
- c. Energistics shall be free to publish and publicly disclose each IPR Disclosure.

7. Sublicense to Participants. It is Energistics' goal and policy to make Energistics Work Items in their final forms widely available to the industry for adoption and take-up. Energistics shall offer to Participant a license with respect to all forms of intellectual property, including but not limited to patents copyrights and trade secrets, in all Energistics Work Items on the terms and conditions under which Energistics generally licenses such Energistics Work Items to its Participants. Such licenses may be royalty-free or royalty-bearing, at Energistics' sole election, provided that royalties are charged to all Participants on a non-discriminatory basis (except that special discounts, credits or other incentives may be offered to Energistics members). The Participant acknowledges that some Energistics Work Items may be licensed generally to the public on terms set forth on Energistics' web site or otherwise. Participant agrees in such cases that the terms of Section 8(b) below shall apply notwithstanding such public terms.

8. Trademarks.

- a. Participant agrees not to register or reserve as a trademark, trade name, corporate name or domain name any trademark, logo, service mark, corporate name or domain name owned or used by Energistics from time to time, including, without limitation, Energistics, EPICENTRE, WITSML or ENERGY ESTANDARDS (collectively, "Energistics Marks").
- b. Participant agrees to credit Energistics in writing in a reasonable and conspicuous manner with respect to each copy of a commercial product or service offering of Participant that makes material use of any Energistics Work Item. Such credit may take the form of a written statement in the product documentation, packaging, on-screen About box, introductory splash screen or similar location, to the effect that "XYZ Product incorporates [Energistics WORK ITEM] technology/standards provided by the Energistics Consortium, Inc." Such credit may include display of the relevant Energistics Mark(s) in a form agreed in advance by Energistics. Participant shall not use any Energistics Mark, or make any such statement, with respect to products and services that do not make material use of Energistics Work Items.

- c. Participant agrees that each usage of an Energistics Mark must be accompanied by the TM or [®] symbol, as appropriate, or the relevant non-U.S. symbol, and a notation must be placed at the bottom of every page on which such usage occurs stating: "[INSERT Energistics MARK] is a trademark or registered trademark of Energistics Consortium, Inc."
 - d. In the event that the quality level of the products or services with which Participant associates the Energistics Marks is below the quality requirements of Energistics, Energistics shall notify the Participant and the Participant shall use reasonable efforts to improve such quality. If such quality is not improved after a reasonable period of time, in Energistics' discretion, then Energistics may suspend Participant's right (and requirement) to use the relevant Energistics Marks granted under Section 8(b) above in connection with such products or services until such time as Energistics determines, in its sole judgment, that the relevant products and services meet its quality requirements.
9. Disclaimer. While the information contained in each Contribution is believed by the Participant to be accurate, except as stated in Section 5.c above, THE PARTICIPANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, UNDER THIS AGREEMENT, AS TO ANY CONTRIBUTION OR ITS SUITABILITY FOR USE OR ADOPTION IN ANY Energistics WORK ITEM OR OTHERWISE, AND ANY SUCH WARRANTY IS EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.