



## Trademarks.

- a. Energistics is the owner of certain trademarks, logos, service marks, corporate names and domain names, including without limitation, ENERDISTICS, EPICENTRE, WITSML, PRODML, RESQML and ENERGYML (collectively, "Energistics Marks"). The Energistics Marks may be used only under license from Energistics.
- b. The Energistics Marks are available for use by Participant upon written request from Participant to Energistics. Energistics will review and approve such requests on a case-by-case basis.
- c. Unless you have express, prior, written permission from Energistics:
  - Do not use Energistics Marks in any manner, except in making objectively truthful, factual references to Energistics and the specifications provided by Energistics.
  - Do not use Energistics Marks as all or part of a product name or in or on any product, packaging, labels, advertisements, press releases, marketing materials, web pages, trade show materials, or any other materials.
  - Do not modify the Energistics Marks or change the logos or formats in which they appear, and do not incorporate the Energistics Marks into your own logo design.
  - Do not use Energistics Marks in any manner that might be understood to suggest an association with or sponsorship by Energistics; provided, however, that Energistics Marks may be used as part of a truthful statement that a company is an "Energistics Member".
  - Do not use Energistics Marks in any manner that could result in a likelihood of confusion between Energistics specifications and services and the goods and services of any other entity.
  - Always display the Energistics Marks as trademarks or registered trademarks, in all upper case letters or initial caps or initial caps with quotation marks, or otherwise in a manner that distinguishes the Energistics Marks from the other words in the text.
  - Always use the Energistics Marks as adjectives, together with the appropriate noun, e.g., WITSML Data Specification, and do not use the Energistics Marks in a pluralized or possessive form.
- d. Participant agrees not to register or reserve any of the Energistics Marks as a trademark, trade name, corporate name or domain name and, in the event Participant owns any such registration or reservation, it shall assign such registration or reservation to Participant.
- e. 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 shall 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.
- f. Participant agrees that each usage of an Energistics Mark must be accompanied by the ™ 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."



- g. 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 pursuant to 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.