

## LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is made and entered into effective the  (Click or tap here to enter text.) day of  (Click or tap here to enter text.), 2020 (“**Effective Date**”), by and between **Accu-Scribe, LLC**, a Montana limited liability company (“**Accu-Scribe**”), and  (Click or tap here to enter text.), a  (Click or tap here to enter text.)  (Click or tap here to enter text.) (“**Company**”). The parties hereto are also referred to herein individually as a “**Party**”, or collectively as the “**Parties**”. Capitalized terms used, but not defined, herein shall have the meaning defined in the Exhibits incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein recited and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. DEFINITIONS

- 1.1. “**AccuScribe Service**” or “**AccuScribe**” means providing access to Accu-Scribe’s proprietary, drilling assembly offset measurement and alignment hardware Equipment and associated Software, any new release(s) or update(s) related to AccuScribe found in the application’s menu screen, application program interface(s), administrative interface(s), services, information, content, and materials (in electronic and/or hard copy format).
- 1.2. “**Company Content**” means Content created solely by Company or End User (i.e. as between Accu-Scribe and Company, Company is solely responsible for the design and physical creation of the Content, and does not receive from Accu-Scribe the Content itself or input regarding the Content design).
- 1.3. “**Company Data**” means data supplied by Company or End Users to Accu-Scribe, and data relating to the use of the AccuScribe Service by Company or End Users (such as End User-identifying information and other similar information unique to Company and collected by Accu-Scribe and made available to Company via the AccuScribe Service). Notwithstanding the foregoing, “Company Data” does not include De-Identified Data.
- 1.4. “**Company Representative**” means signee of this Agreement or authorized designee of Company.
- 1.5. “**Content**” means content, as that term is generally understood in Accu-Scribe’s industry, created and/or used within the AccuScribe Service (including, without limitation, data, artwork, images, text, audio, video, messaging, Internet links, software and other related creative elements and works of authorship).
- 1.6. “**De-Identified Data**” means any information or data generated, provided, collected, derived, or created in connection with use or operation of the AccuScribe Service which (i) has had End User or Company identifiers stripped from such information or data, and (ii) is usage information or Equipment performance data (e.g., usage statistics, Equipment performance information, popular features, success criteria, and similar information about usage or performance of the AccuScribe Service) provided that such information does not identify Company or any particular End User,. For purposes of this Agreement, De-Identified Data will be regarded as Accu-Scribe’s Confidential Information.
- 1.7. “**Equipment**” means the Accu-Scribe hardware used to obtain drilling assembly measurement that Company will have access to through the AccuScribe Service.
- 1.8. “**Intellectual Property Right(s)**” means all rights in (i) United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by foreign or domestic law, by statute

or at common law or otherwise, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all trade secrets, know-how, databases, inventions, processes, algorithms, techniques, and confidential information; and (v) other intellectual property rights protectable under any laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

- 1.9. **“Personal Data”** means any information that, either individually or when combined with other information, can be used to identify a specific individual or derive information specific to a particular individual, including, but not limited to: (i) a first name and last name; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other name, that reveals an individual’s email address; (iv) a telephone number; (v) a Social Security number; (vi) credit or debit card information, including card number, expiration date, and data stored on the magnetic stripe of a credit or debit card; (vii) checking account information, account number and check number; (viii) a driver’s license, military or state identification number; (ix) a persistent identifier, such as a Company number held in a “cookie” or processor serial number, that is combined with other available data that identifies an individual; or (x) any other information that is identifiable to or identifies an individual, whether or not combined with any of (i) through (ix) above.
- 1.10. **“Software”** means, collectively, all of the following: (i) the software associated with the AccuScribe Service; (ii) any improvements thereto; (iii) all documentation; and (iv) all copies of the foregoing.
- 1.11. **“Term”** This Agreement shall remain in effect from the Effective Date until terminated pursuant to Section 7 hereof.

## 2. LICENSES

- 2.1. **Limited License.** Subject to the terms and conditions of this Agreement, which incorporate the terms and conditions of all Exhibits or attachments incorporated herein (e.g., AccuScribe Fee Schedule Exhibit “D”), and conditioned upon Company’s compliance with said terms and conditions, Accu-Scribe hereby grants to Company a limited, nonexclusive, non-transferable right and license (without the right to sublicense), during the Term of this Agreement, to access and use the AccuScribe Service, as such is made available to Company by Accu-Scribe, solely in connection with Company’s business. Company may provide access to the AccuScribe Service to End Users (such as Company’s own employees, contractors, sub-lessees, and customers). The AccuScribe Service may be accessed by and used in conjunction with equipment leased to Company by Accu-Scribe pursuant to the Equipment Lease Addendum incorporated herein as Exhibit “B” (the **“Equipment Lease”**). The rights granted in this Agreement do not include any right to any source code for the AccuScribe Service or Software.
- 2.2. **Retention of Rights.** Accu-Scribe retains all title, ownership, and, except for the limited license granted pursuant to this Article 2, other rights in and to the AccuScribe Service, including, without limitation, any and all Intellectual Property Rights associated with the AccuScribe Service or that form the basis upon which the AccuScribe Service operates. Except for the limited license granted hereunder, no license or other rights in or to the AccuScribe Service or any Intellectual Property Rights associated therewith (including, without limitation, any materials or deliverables provided by Accu-Scribe under this Agreement) are granted, assigned, licensed, or conveyed to Company or End Users, by implication, estoppel, operation of law or otherwise. The licenses granted hereunder will terminate upon termination of this Agreement.

### 3. COMPANY RESPONSIBILITIES

- 3.1. **Use.** Company is responsible for all activities that occur in connection with use of the AccuScribe Service by Company and End Users, including the security of any applicable passwords. Without limiting the foregoing, Company agrees to use the AccuScribe Service only for lawful purposes and in compliance with applicable laws.
- 3.2. **No Reverse Engineering.** Company shall not: (i) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the AccuScribe Service or any part thereof, unless expressly required by applicable law without the possibility of contractual waiver or Accu-Scribe expressly consents in writing; or (ii) attempt to disable or circumvent any security mechanisms used by the AccuScribe Service.
- 3.3. **Access.** Company shall not: (i) access (or attempt to access) the administrative interface of the AccuScribe Service by any means other than through the approved interface that is provided by Accu-Scribe, unless Accu-Scribe expressly authorizes Company to do so in writing; or (ii) intentionally engage in any activity or use that interferes with or disrupts or unreasonably burdens the AccuScribe Service (or the servers and networks through which any is provided).

### 4. DATA, PRIVACY & SECURITY

- 4.1. The parties agree to abide by the terms of the Data Privacy and Security Policy attached hereto as Exhibit A. Notwithstanding the foregoing, Accu-Scribe will abide by the terms of the Privacy And Cyber Security Addendum (see Exhibit A) if it comes into possession and retains any Company Personal Information in performance hereunder.
- 4.2. **Company Data.** As between Company and Accu-Scribe, Company will retain sole and exclusive ownership of all Company Data. Company hereby grants Accu-Scribe a worldwide, non- exclusive, royalty-free, transferable license during the Term to use the Company Data for the purposes of fulfilling its obligations under this Agreement.
- 4.3. **End User Data.** Company will be responsible for authenticating requests Accu-Scribe receives from End Users; and if requested by Accu-Scribe, describing to End Users what data is collected.
- 4.4. **Privacy Notice.** Accu-Scribe will use Company Data and data provided by End Users consistent with Accu-Scribe's privacy policy attached hereto as Exhibit F (the "**Privacy Policy**"). Accu-Scribe reserves the right to update or change its Privacy Policy from time to time by providing written notice to Company at the address set forth herein below. In the event Company does not agree to the revised terms, Company may terminate this Agreement with notice to Accu-Scribe per the terms herein.
- 4.5. **De-Identified Data.** Notwithstanding anything to the contrary in this Agreement, Accu-Scribe is permitted to use De-Identified Data to develop insight generation (e.g., software performance enhancements and efficiencies) only. Such De-Identified Data will not be used or disclosed in any way that would permit the Company to be identified by persons at Accu-Scribe not working on this engagement or by third parties without the Company's written consent.

### 5. SUPPORT & OTHER SERVICES

- 5.1. **Support.** Software support is an ongoing service that ensures the maintenance of a custom software solution. This service includes fixing bugs, resolving queries, developing new features and code updates.

### 6. FEES

In consideration for Accu-Scribe providing the license to access the Accu-Scribe Service, Company hereby agrees to pay Accu-Scribe fees as described in Exhibit "D" incorporated herein.

### 7. TERMINATION

**Termination by Either Party.** Notwithstanding anything to the contrary in this Agreement, either Party

may terminate this Agreement without cause.

**7.1. If Company terminates the Agreement:**

7.1.1. A Company authorized representative will notify Accu-Scribe of termination of the License Agreement in writing.

7.1.2. Company will ship all Equipment within thirty (30) days of termination.

7.1.2.1. Returned Equipment is subject to Equipment Return Inspection (see Exhibit "D").

7.1.2.2. Company agrees to pay cost to ship the Equipment to Accu-Scribe.

**7.2. If Accu-Scribe terminates the Agreement:**

7.2.1. An Accu-Scribe authorized representative will notify Company of termination of the License Agreement in writing. Company will be given 14 days to make arrangements to retrieve all units from field locations.

7.2.1.1. Accu-Scribe will pay all shipment expense related to return of the Equipment.

7.2.1.2. Company will pay any undisputed outstanding invoices for the current billing period and Equipment Return Inspection ("Exhibit "D").

7.3. **Effect of Termination.** The following provisions of this Agreement will survive termination of this Agreement for any reason: Sections 3, 4, and 6-13. All other rights and obligations of the Parties under this Agreement, including all licenses granted to Company herein, will expire and terminate upon the termination of this Agreement. Neither Party may retain any copies of the other Party's information including but not limited to, Software or Content of Accu-Scribe or Company Content or Company Data after any termination of this Agreement. Upon request by the other, a Party will return or certify the destruction of the other's information as applicable.

7.4. **Equipment.** If the Equipment is not returned to Accu-Scribe per the terms herein (not to exceed 30 days after any termination of this Agreement), Company shall pay \$2,500..

**8. ACCUSCRIBE SERVICE WARRANTY AND INDEMNITY**

8.1. Accu-Scribe warrants that, to the knowledge of Accu-Scribe the AccuScribe Service does not infringe any Intellectual Property Rights or other proprietary rights of any third party. Accu-Scribe does not warrant that the AccuScribe Service: (a) will not infringe any Intellectual Property Rights when specially made, in whole or in part, to Company's design specifications; (b) if modified by Company, End Users, its agents, customers, or third parties after delivery, will not, as a result of such modification, infringe any Intellectual Property Rights; or (c) if used or sold in combination with other materials, software, or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any Intellectual Property Rights, and Accu-Scribe shall not be liable for damages or losses to the extent same result from actual or alleged Intellectual Property Rights infringement arising pursuant to (a), (b), or (c) above.

8.2. **Indemnification by Accu-Scribe.** Subject to the provisions of Section 8.1, Accu-Scribe will indemnify, defend, and hold harmless Company, its End Users, employees, officers, directors, successors and permitted assigns, from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any allegation, claim or action brought against Company for actual or alleged infringement of any patent, trademark, or copyright of a third party, or misappropriation of a trade secret, arising directly or indirectly from Company's use of the Software.

**9. DISCLAIMER OF WARRANTIES**

ACCUSCRIBE AND ITS SUBSIDIARIES, AFFILIATES AND LICENSORS MAKE NO EXPRESS WARRANTIES, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, THAT (A) COMPANY'S USE OF THE ACCUSCRIBE SERVICE WILL MEET COMPANY'S REQUIREMENTS, (B) COMPANY'S USE

OF THE ACCUSCRIBE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR. ACCU-SCRIBE AND ITS SUBSIDIARIES, AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE FOR ERRORS, OMISSIONS, OR DAMAGES RELATING TO THE OPERATION OF ANY HARDWARE USED IN CONJUNCTION WITH THE ACCUSCRIBE SERVICE.

## 10. CONFIDENTIALITY & PUBLICITY

- 10.1. Each Party (each a “**Receiving Party**”) agrees that it shall use and reproduce the Confidential Information of the other Party (the “**Disclosing Party**”) only for purposes of exercising its rights and performing its obligations under this Agreement, and only to the extent necessary for such purposes, and shall restrict disclosure of such Confidential Information to the Receiving Party’s employees, consultants, or advisors who have a need to know, and shall not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information, but not less than reasonable care. All third parties to whom the Receiving Party discloses Confidential Information must be bound in writing by obligations of confidentiality and non-use at least as protective of such information as this Agreement. Notwithstanding the foregoing, it shall not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclose the Confidential Information.
- 10.2. For purposes of this Agreement, “**Confidential Information**” means information and tangible materials disclosed by the Disclosing Party or its affiliate (collectively “**Discloser**”) to the Receiving Party or its affiliates under the Agreement with respect to which a reasonable person would have an expectation of confidentiality because (i) the tangible materials have a “Confidential” or similar marking, or (ii) the information and materials are disclosed in circumstances where the Receiving Party reasonably should understand such information and materials are to be treated as confidential, whether or not marked “Confidential” (including, without limitation, the Disclosing Party and any third party’s information and materials relating to any of the following – inventions or trade secrets; proprietary software or other technology; pricing and discounting of Equipment or services; company finances; personally-identifiable information; data; the features and performance of Equipment and services; employees and contractors; customers; business partners; strategies, plans, forecasts and opportunities; research and development; and concepts, know-how, design and techniques).
- 10.3. **Feedback.** If Company provides Accu-Scribe with any comments, recommendations, suggestions or other feedback regarding the modification, correction, improvement or enhancement of the AccuScribe Service, other Accu-Scribe software, technology, services, methodologies or deliverables, or any other aspect of Accu-Scribe’s business, but excluding Company’s Confidential information (collectively, “**Feedback**”), then: (a) Company acknowledges and agrees that Accu-Scribe will own and may freely use and exploit such Feedback without limitation on a perpetual and irrevocable basis for any purpose without any further obligation to Company; and (b) if any Intellectual Property Rights arise from or relate to such Feedback, the Parties agree Accu-Scribe will exclusively own all such Intellectual Property Rights, and Company hereby assigns and agrees to assign all such Intellectual Property Rights to Accu-Scribe.
- 10.4. **Publicity.** Accu-Scribe may not include Company in Accu-Scribe’s customer lists or marketing material’s without Company’s written consent.

## 11. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER A BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN

CONNECTION WITH, OR RELATING TO, THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL AND DAMAGE TO REPUTATION). IN NO EVENT WILL ACCU-SCRIBE'S TOTAL AGGREGATE LIABILITY TO COMPANY (FOR DIRECT, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES OR THEORY OF LIABILITY) ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE RELEVANT CAUSE OF ACTION ACCRUED. THIS LIMIT IS CUMULATIVE AND NOT PER INCIDENT (*i.e.*, THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT INCREASE THE LIMIT).

## 12. SUBCONTRACTORS

Accu-Scribe may use subcontractors to provide the AccuScribe Service and any other services under this Agreement. Accu-Scribe will be responsible for the acts and omissions of its subcontractors to the same extent it is responsible for its own employees under this Agreement. Accu-Scribe will require its subcontractors to comply with requirements of this Agreement related to the services performed by such subcontractors (including, without limitation, all data use, data security and privacy requirements).

## 13. MISCELLANEOUS

- 13.1. **Injunctive Relief.** The Parties acknowledge and agree that any breach or threatened breach of this Agreement may cause harm for which money damages may not provide an adequate remedy. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Agreement, in addition to any other available remedies, each Party may seek temporary and permanent injunctive relief without the need to post any bond or other security that otherwise may be required under applicable law.
- 13.2. **Assignment.** This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. The Parties may not assign, delegate or transfer any of their rights or obligations under this Agreement, by operation of law or otherwise, without gaining prior written consent from the other Party. Notwithstanding the foregoing, however, either Party may assign this Agreement without consent (a) to the acquiring or surviving entity in a merger or acquisition in which the assigning Party is the acquired entity (whether by merger, reorganization, acquisition, or sale of stock), or (b) to the purchaser of all or substantially all of the assigning Party's assets. There are no third-party beneficiaries of this Agreement.
- 13.3. **Waiver.** A waiver of any right under this Agreement will in no way waive any other rights, or the same right with respect to any similar future incident. No waiver, alteration, modification, or amendment of this Agreement will be effective unless in writing and signed by both Parties. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid, then to the maximum extent permitted by law, that provision will be modified and interpreted to accomplish the objectives of such provision, or severed, and the remaining provisions will remain in full force and effect. Each Party has had a reasonable opportunity to participate in the drafting of this Agreement, and to consult its own counsel with respect to that drafting; accordingly, no ambiguity in this Agreement will be construed against either Party by virtue of such Party's role in drafting this Agreement.
- 13.4. **Counterparts.** This Agreement may be signed in duplicate originals and via a facsimile, scanned, pdf, or other electronic version, and in separate counterparts, which are effective as if the Parties signed a single original.
- 13.5. **Entire Agreement.** This Agreement, including all documents expressly incorporated herein, constitute the entire agreement between the Parties regarding this subject matter, and supersede all prior agreements, representations, and understandings, oral or written, between the Parties regarding this subject matter. This Agreement may not be amended, modified, or supplemented



AGREED AS OF THE EFFECTIVE DATE:

**Accu-Scribe, LLC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Company Legal Name** (Click or tap here to enter text.):

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A**

### **END USER ACCESS ADDENDUM**

Access to this Accu-Scribe proprietary Software is provided under license from Accu-Scribe, LLC (“Accu-Scribe”) along with related services associated with hosting and maintaining the Software via Accu-Scribe’s proprietary

Software platform (the “Services”). In addition to the terms and conditions below, you must comply with all Accu-Scribe terms, conditions and policies, including, without limitation, Accu-Scribe’s Terms of Use and Privacy Policy,

which can be viewed at: <http://www.accuscribe.us/>.

THESE TERMS OF USE ARE A BINDING AGREEMENT BETWEEN YOU, AS USER, AND ACCU-SCRIBE. PLEASE READ CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT CLICK “AGREE” AND DO NOT USE THE SOFTWARE.

The Software may contain graphics, images, visualizations, document layouts, artwork, text, fonts, music, software tools, and other information (referred to herein as “Content”). The Software and all Content is the copyrighted property of Accu-Scribe, and/or its licensors. All rights in the Services, the Software, and the Content are reserved worldwide. It is strictly prohibited to retain, copy, distribute, publish, or use any portion of the Software or the Content except as expressly allowed in this Agreement.

By using the Software, you agree to the following:

1. General. The Software and Content are licensed, not sold, to you by Accu-Scribe for use under the terms of this Agreement. Accu-Scribe and/or its licensors retain ownership of the Software itself and reserve all rights not expressly granted to you. These terms will govern any software upgrades provided by Accu-Scribe that replace and/or supplement the Services, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. Title and intellectual property rights in and to the Software and any Content displayed by or accessed through the Software belongs to Accu-Scribe. The Software and the Content are protected by copyright and/or other intellectual property laws and treaties and may be subject to additional terms of use of the party providing the Software.

2. Permitted License Uses and Restrictions. Subject to the terms and conditions of this Agreement you are granted a limited non-exclusive license to use the Services solely for their intended purpose and solely as provided. You may not use the Software or Services for any other purpose, nor may you make copies of, link, compile or otherwise combine the Software with your own programs, modify, rent, release, lend, sublicense, or otherwise redistribute the Software, in whole or in part. Any attempt to do so is a violation of the rights of Accu-Scribe and its licensors. You agree that the Software and Services contain proprietary content, information and material that is owned by Accu-Scribe and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services or in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party or Accu-Scribe. No portion of the Software, Services or Content may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Software, Services or Content, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, Trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that Accu-Scribe is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing, or illegal messages or transmissions that you may receive as a result of using any of the Services.

3. Consent to Use of Data. You agree that Accu-Scribe and its affiliates and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, Equipment support and other services to you (if any) related to the Software, and to verify compliance with the terms of this License. Accu-Scribe may use this information to improve its AccuScribe Service and Equipment. In order to enable Accu-Scribe's partners and third-party developers to improve their software, hardware and services designed for use with Accu-Scribe Service, Accu-Scribe may also provide any such partner or third-party developer with a subset of diagnostic information that is relevant to that partner’s or developer’s software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify you. Any information collected relating to voluntary users of the Equipment, including email addresses and third-party public information shall be the exclusive and confidential property of Accu-Scribe and Accu-Scribe may collect, harvest, analyze, and use such data for Accu-Scribe marketing purposes. You agree that you will not attempt to use such data for any purpose

without the express written permission of Accu-Scribe. At all times your information will be treated in accordance with the Accu-Scribe Privacy Policy which can be viewed at: <http://www.accuscribe.us/>.

4. Termination. This Agreement is effective until terminated, subject to conditions set forth in Section 7 of the License Agreement. Your right to access and use the Services will terminate automatically or otherwise cease to be effective without notice from Accu-Scribe if you fail to comply with any term (s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Services for any reason. Sections 3, 4, 5, 6, and 8 of this Agreement survive any such termination.

5. Disclaimer of Warranties.

5.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE ACCU-SCRIBE SOFTWARE AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

5.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY ACCU-SCRIBE OR THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL

FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ACCU-SCRIBE AND ACCU-SCRIBE'S LICENSORS (COLLECTIVELY REFERRED TO AS "ACCU-SCRIBE" FOR THE PURPOSES OF SECTIONS 5 & 6) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

5.3. ACCU-SCRIBE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE ACCU-SCRIBE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT THE SOFTWARE OR SERVICES WILL BE COMPATIBLE WITH THIRD-PARTY SOFTWARE OR OTHER THIRD-PARTY SERVICES, OR THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED.

5.4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACCU-SCRIBE OR AN ACCU-SCRIBE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

6. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL ACCU-SCRIBE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE AND SERVICES OR ANY THIRD-PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ACCU-SCRIBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL ACCU-SCRIBE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. Export Control. The Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list.

8. Controlling Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding its conflict of law principles.

9. Complete Agreement; Governing Language. This Terms of Use Agreement constitutes the entire agreement between you and Accu-Scribe relating to the Services and the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by Accu-Scribe.

**EXHIBIT B**  
**EQUIPMENT LEASE ADDENDUM**

This Equipment Lease Addendum (“**Equipment Lease**”) is entered into and made part of the License Agreement between the Parties as of the Effective Date.

For the valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Lease Agreement. Accu-Scribe (hereinafter “Lessor”)** hereby leases to Company Legal Name (Click or tap here to enter text.) **(hereinafter “Lessee”)**, and Lessee hereby leases from Lessor the personal property and equipment (“**Equipment**”) described in Exhibit “C” incorporated herein. The Equipment may also include a license granted to Lessee to access the AccuScribe Service in connection with Lessee’s business, the terms of which are described in the Agreement. The terms and conditions of this Equipment Lease are incorporated and made part of the Agreement. Capitalized terms used, but not defined, herein shall have the meaning defined in the Agreement and Exhibits unless otherwise indicated herein.
2. **Term.** The term of this Equipment Lease shall be the duration of the Agreement, subject to the terms set forth in Section 7 of the Agreement (“Term”).
3. **Consideration.** Lessee hereby agrees to pay Lessor consideration, according to Exhibit “D”, for the use of the Equipment, as described in Exhibit “C” incorporated herein.
4. **Title to Equipment; Delivery.** Lessor warrants that Lessor has the right to lease the equipment, as provided in this Equipment Lease. Lessor shall deliver the Equipment in good condition, properly maintained and ready to put into service.
5. **Use/Maintenance.** Lessee shall use the Equipment solely for its intended purpose, i.e., to automate aspects of drilling operations, such as the determination of an offset and/or measurement within the drilling environment. Within five (5) working days after delivery of the Equipment, Lessee shall notify Lessor if the Equipment is not in working order, upon which Lessor shall promptly repair or replace any Equipment in need of repair. Lessee shall comply with and conform to all national, state, municipal and other laws, ordinances, and regulations in any way relating to the possession, use or maintenance of the Equipment. Lessee shall notify Lessor in writing within five (5) business days of the event of any movement of the Equipment from the original installation location (e.g., from drilling location to another location). In no event shall Lessee transfer, or permit the transfer of, any Equipment in its possession outside of the continental United States unless authorized via separate written agreement between the Parties.
6. **Licenses and Permits.** Lessor will promptly notify Lessee if it becomes aware of any permits, approvals or licenses that may be necessary to operate the Equipment. In such event, Lessee will be responsible for obtaining and maintaining all permits, approvals and licenses necessary to operate the Equipment, including all costs and fees associated with obtaining said permits, approvals, and licenses, unless otherwise agreed in writing by both parties.
7. **Loss and Damage.** Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment during the Term. In the event of loss or damage of any kind whatever to the Equipment during the Term, Lessee shall notify Lessor immediately. Any replacement parts required to keep the Equipment in good repair, condition and working order, shall be promptly provided by Lessor, provided loss or damage to Equipment after delivery to Lessee, requiring replacement (at the discretion of Lessor), shall be at the list price found in Exhibit C. A maintenance plan may be implemented for the

Equipment via a separate agreement between the parties.

8. **Taxes.** During the Term Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances.

9. **Intentionally left blank**

10. **Indemnification.**

11.1. **Indemnification by Lessee.** Lessee shall indemnify, protect, and hold harmless the Lessor, its agents, employees, officers, directors, servants, successors, and assigns (collectively, the “Lessor Indemnitees”), from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use of any item of leased Equipment, while in Lessee’s possession. Notwithstanding anything to the contrary in this Equipment Lease, Lessee will have no obligation under this Section 11.1 or otherwise to the extent the lawsuit, action, costs, or damages are solely attributable to the act or omissions of any Lessor Indemnitee.

11.2. **Indemnification by Lessor.** Subject to the provisions of Article 8 of the Agreement, Lessor will defend, indemnify and hold harmless Lessee and its End Users, employees, officers, directors, successors and permitted assigns (collectively, the “Lessee Indemnitees”) from and against any lawsuit or action brought against the Lessee Indemnitees by a third party to the extent it is based on a claim that the Equipment, the Software, the AccuScribe Service infringes any copyright or patent, or misappropriates any trade secrets recognized by law, and Lessor will pay those costs and damages awarded against the Lessee Indemnitees by a court of competent jurisdiction (or agreed to in settlement) that are attributable to such infringement or misappropriation. Notwithstanding anything to the contrary in this Equipment Lease, Lessor will have no obligation under this Section 11.2 or otherwise to the extent the lawsuit, action, costs or damages to the extent same are attributable to the Lessee Content or the Lessee Indemnitees’ violation of applicable law, or to the Lessee Indemnitees’ negligence or material breach of this Equipment Lease.

11.3. **Indemnification Procedure.** The Parties’ obligations under Article 11 herein are the Parties’ entire respective liability and sole and exclusive remedies for infringement or misappropriation actions and third-party liability of any kind relating to this Equipment Lease. The parties agree to: (a) provide the indemnifying Party with prompt written notice of the lawsuit or action (though any failure to give notice will only affect the indemnifying Party’s obligations to the extent such failure materially impaired the indemnifying Party’s ability to effectively defend or settle the lawsuit or action); (b) give the indemnifying Party sole control of the defense of the lawsuit or action and any related settlement negotiations (though the indemnified company and individuals may participate in the defense and settlement at their own expense, and the indemnifying Party may not enter into any settlement that adversely affects the indemnified company and individuals’ respective interests to a material degree without their written consent); and (c) provide to the indemnifying Party (at the indemnifying Party’s expense) all assistance, information and authority reasonably required to effectively defend or settle the lawsuit or action.

11. **Default.**

12.1. The following shall constitute defaults on the part of Lessee hereunder:

(a) Failure of Lessee to pay any installment of rent or any other fee payable hereunder within thirty (30) days after receipt of notice from Lessor that it was not received on its due date; or

(b) Insolvency or bankruptcy of Lessee or assignment for the benefit of creditors.

12.2 In the event a dispute arises between the Parties relating to any fees due hereunder, the prevailing party of a

judgment by a competent legal authority or tribunal shall be free, without objection from the other party, to make a claim for recovery of attorney's fees incurred to resolve the dispute.

12. **Ownership.** The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein, except as expressly set forth in this Equipment Lease.

**EXHIBIT C**  
**ACCUSCRIBE HARDWARE COMPONENTS**

The hardware components listed herein are to be made available with each AccuScribe Unit leased by Company.

<b>Unit Components</b>		
<b>Item</b>	<b>Detail</b>	
Target Housing (with Strap)	Example Serial Number ASTHXX - 0000X – Anodized Black – Alum with Fiber Glass – AA Battery – Class 1 Div 1	
Camera Mount (with Strap)	Example Serial Number ASCMXX - 0000X - Anodized Black – Alum – Neodymium Magnets	
User Device Carriage (with fall restraint optional)	Example Serial Number ASUDXX - 0000X - Anodized Black – Alum	
User Device	Apple iPhone 8+	
User Device Case	Various - Class 1 Div2	
Camera Mount Lanyard	Various	
Secondary Fall Restraint with Carabiner and Strap	Various	
User Device Charging Cable	Various	
Operational Guide/Quick Reference Sheet	Various	
AccuScribe Component Case - Example	SKB - 19" x 14.5" x 8" Empty NO WHEELS 10 143.74 1,437.40 Foam Inserts 1.7# PE foam cut to hold instrument kit with convolute in lid.	
Battery (2)	AA (L91)Energizer® Ultimate Lithium TM AA certified as a component in intrinsic safety apparatus according to Directive 94/9/EC ATEX.	
Allen Wrench	Wiha 1/4" Hex, Long Arm, Hex Key	
Spare QR Codes	Industrial Grade Adhesive– Oracal 290M 2 mil Clear Matte Laminate Cast 2mil Gloss White – Digital Vinyl – Roland TruVis Ink	
Spare O Ring (for Target Housing)	Neoprene Gasket	

**EXHIBIT D**  
**ACCU-SCRIBE FEE SCHEDULE**

**1. FEES**

- 1.1. “**Activation Fee**” is charged once per unit leased. This fee includes custom Company interface, server integration setup and pre-deployment inspection.
- 1.2. “**Equipment Lease with Software License Fee**” will be charged per American Petroleum Institute (API) Well Number to the Company. License will be valid for ninety (90) days from date of first reading with associated API Well Number
- 1.3. “**Equipment Return Inspection Fee**” is charged on a per unit basis. Each deployed unit is inspected and documented by an Accu-Scribe representative upon return of the leased equipment. Fees may apply to any unit returned to Accu-Scribe based on the condition described in the table below.

Excellent	Looks new and is in excellent mechanical condition	Cost of unit return
Good	Has minor cosmetic defects and is in excellent mechanical condition	Up to
Fair	Has some repairable cosmetic defects and is free of major mechanical problems	Up to
Poor	Has some cosmetic defects that require repairing and/or replacing	Up to

1.4.

- 1.5. “**Hands-on Training**” is charged on a per rig per day basis. An Accu-Scribe Instructor will provide training on location or off location including BHA simulation, proper safety techniques and equipment orientation. Each trainee will be evaluated in a group and/or one-on-one environment; upon completion trainees will be provided with an electronic certificate of completion. Round-trip travel expenses from Houston, TX to desired location will be charged per Company’s Travel Policy, in addition to the per rig per day fee.
- 1.6. “**Personnel Standby Rate**” fees are charged only when Accu-Scribe personnel is/are at location requested by Company but not able to complete the Company requested services due to operational delays not imposed by Accu-Scribe.

**2. Summary of Fees Table**

<b>SUMMARY OF FEES</b>			
<b>Service</b>			<b>Price</b>
Activation Fee (one-time fee)			\$2500/unit leased
Equipment Lease with Software License Fee			Monthly
Equipment Return Inspection Fee	See Description		See Description
Hands-on Training	\$1500/rig/day	45%	\$675/rig/day + travel
Personnel Standby Rate	\$1200/day	45%	\$540/day

**EXHIBIT E**  
**ACCU-SCRIBE SERVICE ORDER FORM**

THIS SERVICE ORDER hereby incorporates by specific reference the terms and conditions of the License Agreement (the “Agreement”) entered and made between Company Legal Name (Click or tap here to enter text.) (“Company”) and Accu-Scribe, LLC (“Accu-Scribe”).

Terms and expressions used herein bear the meanings assigned to them in the Agreement, except where the context otherwise requires.

A reference to any Section or Exhibit herein is to a section or exhibit of the Agreement.

In the case of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall prevail.

SERVICE ORDER & RATE SCHEDULE

<b>Date of Order:</b>		<b>Contact Name   Phone Number   Email:</b>	
<b>Initial Quantity</b>	<b>Services</b>	<b>Unit Specifications</b>	<b>Per Unit Contract Price</b>
___ Unit(s)	AccuScribe Unit Equipment Lease with Software License Fee	AccuScribe Black (Aluminum)	Negotiable
		Example	\$600/well or \$30/day
<b>RATE SCHEDULE</b>			
	Activation Fee	One-Time Per Unit Leased	\$2500.00
	Personnel Standby Rate*	Per Day ( <i>Conditional</i> )	\$ 675.00
	Equipment Return Inspection Fee*	Per Condition Upon Return	Up to
<b>OPTIONAL SERVICES</b>			
___ Day(s)	Hands-on Training Fee	Per Rig Per Day <i>(Not Including Travel Expenses)</i>	\$ 675.00

\*Fees apply only under specified conditions as stated in the Agreement.

Company’s Obligations to Reimburse Expenses (Exhibit D): Company shall reimburse all reasonable and verifiable travel and business expenses incurred by Accu-Scribe in connection with the performance of the Services pursuant to the Agreement.

**1. Unit Order Changes**

1.1. **Unit Increase Order.** Company may, at any time, increase (at contract price) the number of units in this order with written notification to Accu-Scribe. Each unit deployed is subject to Required Fees found in the “Service Order & Rate Schedule” table. Company will allow thirty (30) days for the Equipment to be deployed to the field, or unless otherwise agreed to by the parties, plus any reasonable manufacturing time of equipment (if applicable).

1.2. **Unit Reduction Order.** Company may, at any time of units in this order to a minimum of one Unit with written notification to Accu-Scribe. Company is responsible for Equipment Return Inspection Fee (as applicable), all insurance, shipping and handling costs associated with the return of each AccuScribe Unit to:

ATTN: Brian Gollehon  
Accu-Scribe, LLC



7 Switchbud Place Ste 192 #450  
The Woodlands, TX 77380

**2. Adjustments**

- 2.1. Pricing may be subject to change by Accu-Scribe with sixty (60) days notification to Company.
- 2.2. If Company wishes to reduce order amount to zero (0) units, Company must give Accu-Scribe thirty (30) days written notice of order cancellation. Failure to provide thirty (30) days' notice will result in the Standby Equipment Charge for each unit deployed and assigned to Company under this order, not to exceed \$300.00 cumulatively.

**3. Billing**

3.1 Company will be invoiced upon receipt of any or all units that are considered part of this order. Accu- Scribe may invoice Company for expenses reasonably incurred on behalf of Company, including but not limited to travel expenses as described in Section 1. Company agrees to promptly pay all fees described in this order within 60 days of invoice date.

3.2 Invoicing will be processed by  (Click or tap here to enter text.) with their business address at  (Click or tap here to enter text.)

Signed for and on behalf of

(Click or tap here to enter text.) ACCU-SCRIBE,LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed for and on behalf of

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit F**  
**ACCU-SCRIBE PRIVACY POLICY**  
**EFFECTIVE MAY 1, 2019**

This privacy policy is designed to inform you about what personal information (“PI”) this website collects, and what will be done with it. PI is understood to refer to information that would allow you to be identified or contacted, such as your name, physical address, e-mail address or telephone number.

You are not required to submit PI to use this website. You may elect to provide PI to Accu-Scribe, LLC by means of e-mail or other communication. We generally do not share your PI with third parties. However, we may share your PI with third parties who assist us in providing services for you, such as with attorneys we work with to provide our services. We also may be required to share your PI with government authorities.

Note that your PI may be shared with third parties under certain circumstances, including: (1) situations in which you have given your express consent; (2) when believed in good faith that the law requires it; and (3) to protect and defend the legitimate business interests, rights or property of Accu-Scribe, LLC. We may also elect to use your PI to provide you with technical publications or other mailings that may be of interest to you. You may opt-out of such mailings, submit corrections to your PI, or have your PI removed from our database by contacting us.

Like most websites, the server upon which this site resides may automatically collect basic data about your visit to this site, including your computer’s IP address, your web browser type, operating system type, and what pages linked you to this site. Such server-collected information may be used to interpret the usefulness and popularity of the website, and to develop improvements to it.

This site may make use of temporary or “session” cookies in order to enable the basic functionality of the site. Third-party links may appear on the site and, if so, those third-parties may set and access cookies on your computer. Those organizations will have their own privacy policies that govern their use of any PI. Most web browsers have the capability of rejecting cookies, and if you are concerned about their usage, you are encouraged to avail yourself of that technology. Please be advised, however, that this site may not function properly for you without cookies.