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<http://www.energistics.org/membership@energistics.org>

ORGANIZATION: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

BUSINESS CONTACT: _____

E-MAIL: _____

CONTACT TITLE: _____

DESIGNATED REPRESENTATIVE: _____

MEMBERSHIP LEVEL:

- Sustaining
- Contributing
- Associate
- Regulatory Agencies

INITIAL MEMBERSHIP YEAR DUES
(subject to adjustment): \$ _____

EFFECTIVE DATE: _____

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (hereinafter, "Agreement"), is made and entered into on the above Effective Date by and between the above designated organization ("Member") and Energistics Consortium, Inc. ("Energistics").

I. ADMISSION AS MEMBER

Upon execution of this Agreement by Member and an executive officer of Energistics, Member shall become a member of Energistics, and, subject to Member's compliance with the terms and conditions of this Agreement and the payment of all amounts due hereunder, shall be entitled to all the benefits and privileges of membership, in accordance with its Membership Level, as described in the Certificate, the Bylaws, and as otherwise specified by Energistics from time to time.

II. MEMBERSHIP DUES

1. General. Membership is conditioned upon the payment of annual Membership Dues which shall be determined on an annual basis in accordance with the provisions of the Bylaws (excerpts from relevant portions of the current Bylaws are attached as Schedule A; these excerpts are not intended to be a substitute for the Bylaws, and in the event of any inconsistency between Schedule A and the Bylaws, the Bylaws shall control). Membership Dues cover the Member's membership for one Membership Year.

2. Calculation of Membership Dues. Membership Dues are based on the Member's for-profit status, industry and gross revenues or petrochemical production, depending on the Member's Membership Level, as of the end of its most recently completed fiscal year. Member represents and warrants to Energistics that it has accurately disclosed on Schedule B hereto the information on which its Membership Dues shall be based for the current Membership Year. Energistics reserves the right to adjust such amount in the event that any information provided by Member is found to be inaccurate.

3. Pro-Rated Membership Dues for Initial Membership Year. Member's initial payment of Membership Dues under this Agreement shall be pro-rated based on the Effective Date of this Agreement as follows:

EFFECTIVE DATE	PORTION OF STANDARD MEMBERSHIP DUES PAYABLE FOR INITIAL MEMBERSHIP YEAR
Jan 1 – Jun 30	100%
Jun 30 - Sep 30	75%
Sep 30 – Dec 31	50%

Member shall be entitled to the adjustment described in this Section 3 only for the Initial Membership Year. Thereafter, it shall pay the full amount of Membership Dues in accordance with this Agreement and the Bylaws.

4. Financial Information. Member represents and warrants that it has provided to Energistics a true and correct copy of its audited financial statements for the most recently completed fiscal year (or its equivalent, such as a publicly-filed Annual Report on Form 10-K or similar document containing authoritative annual financial information filed with a governmental agency such as the U.S. Securities and Exchange Commission), showing its gross revenues and for “Non-Energy Members”, as described in Section 4.6 of the Bylaws, its gross revenues attributable to Energy Industry Activities (as defined in the Bylaws). Notwithstanding the foregoing, if Member elects to pay the maximum annual Membership Dues, no such information need be provided.

5. Updated Information. Member shall, at Energistics’ request, provide an update of the information contained in Schedule B, certified by an officer of Member, so as to determine the appropriate level of Membership Dues for subsequent Membership Years. A Member that is subject to the reporting requirements of the U.S. Securities Exchange Act of 1934, as amended, or a similar non-U.S. regulatory requirements for disclosure publicly-traded companies, may provide a copy of its most recent publicly-filed Annual Report on Form 10-K (or its equivalent document) containing authoritative annual financial information.

6. Payment. The current Membership Dues shall be paid in full concurrently with the execution of this Agreement by credit card, check or bank transfer of funds in U.S. dollars. Thereafter, Membership Dues shall be payable as set forth in the Bylaws and the payment instructions displayed on Energistics’ web site.

7. Taxes. Member is responsible for, and shall pay when due, any and all taxes, fees and charges levied or imposed in relation to this Agreement (other than taxes on Energistics’ net income). If Member is required by law to make any deduction or to withhold from any sum payable to Energistics hereunder, then the sum payable by Member upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Energistics receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Energistics would have received and retained in the absence of such required deduction or withholding.

III. PARTICIPATION IN ADDITIONAL ACTIVITIES

Member, based on Membership Level, may participate in certain “Special Interest Groups”, “Work Groups”, committees or other groups (collectively “Additional Activities”) listed from time to time on Energistics’ web site or otherwise offered by Energistics. Some of these activities may require the execution of a separate agreement, the payment of additional fees, the contribution of intellectual

property or the provision of services, and may confer additional benefits on Member. Participation in such Additional Activities shall be voluntary and shall not be required as a condition of membership in Energistics. Upon the mutual agreement of Member and Energistics, any Additional Activities offered to the Member and in which the Member wishes to participate may be described in Schedule C hereto. The terms of this Agreement, including without limitation the Information and Intellectual Property Policy, shall apply to Member’s participation in any Additional Activities.

IV. COMPLIANCE

Subject to Article VII below, Member agrees at all times to comply with the provisions of the Certificate, Bylaws and Policies applicable to it (including, without limitation, the Information and Intellectual Property Policy), and to all laws, rules, regulations and orders of any governmental body applicable to its membership in Energistics and activities hereunder. Member shall indemnify and hold Energistics and its directors, officers and other members harmless from and against any liability, damage, claim, action or judgment arising from Member’s failure to so comply. Energistics agrees to provide Member with notice of each amendment of the Certificate, Bylaws and Policies, which notice will be provided directly to Member’s designated representative and made available by Energistics on the Energistics public web site, in each case at least thirty (30) days prior to the effectiveness of the amendment. Member acknowledges receipt of a copy of each of the Bylaws and Policies prior to its execution of this Agreement.

V. ACKNOWLEDGEMENTS AND AGREEMENTS

1. Openness. Member acknowledges that membership in Energistics is open to all persons and organizations who execute a Membership Agreement substantially in the form of this Agreement. There shall be no maximum number of Members, or time beyond which additional Members may no longer be added.

2. Not for Profit. Member acknowledges that Energistics is a not-for-profit corporation, and that the Member shall not earn any direct return on, or refund or restoration of, any amounts paid to Energistics, provided that Energistics may, to the extent permitted under the Certificate and Bylaws, treat amounts paid as Membership Dues as a prepaid credit against cash royalties which may in the future become due under any license from Energistics to the Member of software or technology developed by Energistics. The Member acknowledges that the arrangements set forth in this Section do not in any way constitute an attempt to engage in a for-profit activity in connection with Energistics, and are not the grounds upon which the Member has agreed to enter into this Agreement. Member acknowledges that the not-for-profit nature of Energistics is not represented to have any effect on Member’s tax liability or obligations, and Member shall seek independent tax advice regarding its own tax liability and obligations.

3. NCRPA. Member understands that Energistics may elect under the National Cooperative Research and Production Act to file quarterly notices with the Federal Trade Commission and the United States Department of Justice listing new members, which notices are published in the federal register, and the Member hereby authorizes Energistics to satisfy all such reporting requirements, and all other requirements of applicable law, with respect to the membership of the Member.

4. Name. The Member understands that Energistics may, from time to time, use the names and/or logos of members in literature and other communications distributed publicly, and the Member hereby consents to the use of its name and/or logo solely to identify Member as a member of Energistics in any such literature or communications.

VI. AVAILABILITY OF ENERGISTICS OFFERINGS

Subject to Articles II and III, Energistics hereby confirms its policy that any standards, specifications, software and data published or distributed by Energistics ("Energistics Offerings") shall be made available to its members free of charge (other than reasonable charges for media, copying and handling), and subject to any obligations of Energistics to third parties who are not Members or Affiliates of any Member. Member understands that the use, distribution, modification and other exploitation of such Energistics Offerings shall be subject to the terms of separate license agreements between Energistics and Member and the Information and Intellectual Property Policy.

VII. TERMINATION

Member acknowledges that any material breach of this Agreement shall constitute grounds for the termination of its membership in Energistics, as set forth in the Bylaws; and this Agreement shall terminate automatically upon the termination of Member's membership in Energistics. The provisions of Articles IV, V, VII, VIII(3) (6)-(8), (12) and (13) of this Agreement, together with the terms of the Information and Intellectual Property Policy, shall survive the termination of this Agreement in accordance with their terms.

VIII. MISCELLANEOUS

1. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture by or between the Member and Energistics or any other participant in any Energistics Activity, or constitute either party the agent of the other.

2. Waiver. No benefit or right accruing to either party under this Agreement or any amendment or addendum thereto shall be deemed to be waived unless the waiver is reduced to writing, expressly refers to this Agreement by date and signatories, and is signed by both parties to this Agreement. The waiver, in one or more instances, of any act, condition or requirement stipulated in this Agreement shall not constitute a continuing waiver or a waiver of any other act, condition or requirement or a waiver of the same act, condition or

requirement in other instances, unless specifically so stated in such written agreement.

3. Entire Agreement. This Agreement, together with the Certificate, Bylaws, Policies and Schedules hereto, constitute the parties' entire agreement with respect to the subject matter hereof, and all prior agreements or understandings between them concerning such subject matter are hereby either superseded and terminated in their entirety or merged herein, and shall have no further force or effect.

4. Amendment. This Agreement may be modified only by a writing signed by both parties. This Agreement shall not be supplemented or modified by any course of dealing or other trade usage.

5. Counterparts. This Agreement may be executed in counterparts and transmitted by facsimile copy or e-mail attachment, each of which shall constitute an original and when taken together shall constitute this Agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other.

6. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be either delivered by hand or express courier or by facsimile transmission with confirmation by express courier on the next subsequent business day to the address and telephone number specified below (or to such changed address as may be specified from time to time by notice duly given). Notice shall be deemed to have been given upon receipt or, if given by fax, on the next business day following transmission. Notices to Energistics shall be delivered to its President at its principal offices, as listed on Energistics' web site (www.energistics.org) from time to time. Notices to Member shall be delivered to the address set forth on the first page of this Agreement.

7. Governing Law. This Agreement will be governed by the laws of the State of Texas, U.S.A. without giving effect to its principles of conflicts of laws.

8. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association and in accordance with the Texas Arbitration Act. There shall be one arbitrator appointed by agreement of the parties or, failing agreement, by the American Arbitration Association in Houston, Texas. The arbitration shall be conducted in Houston, Texas, and all proceedings shall be conducted in the English language. Disputes about arbitration procedure shall be resolved by the arbitrators or failing agreement, by the American Arbitration Association. The arbitrator shall be authorized to grant interim relief, including to prevent the destruction of goods or documents involved in the dispute, protect trade secrets and provide for security for a prospective monetary award. In no event shall punitive damages be assessed against either party. The prevailing party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrator. The award of the arbitrator shall be the sole and

exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrators. Notwithstanding the foregoing, the parties shall be entitled to seek injunctive relief, security or other equitable remedies from any court of competent jurisdiction in furtherance of the arbitration proceedings.

9. Assignment. Member shall not assign this Agreement (whether expressly, by implication, by operation of law including any merger or sale of assets or business), or delegate its performance under this Agreement, to any third party and the rights, powers and privileges of membership in Energistics may not be sold, pledged, encumbered, assigned or otherwise transferred by the Member in any manner whatsoever, except to an Affiliate of Member which agrees to be bound by all terms and conditions hereof. Any purported transfer, assignment, or delegation without the appropriate prior written consent shall be null and void when attempted and of no force and effect. This Agreement shall be binding upon the successors and permitted assigns of the parties.

10. Headings. All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation or expansion of the scope of the particular sections to which they refer.

11. Severability. Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law, but if any provision is held to be invalid under applicable law, either in whole or in part, the provision will be ineffective only to the extent of such invalidity, and the remaining provisions of this Agreement shall remain in full force and effect.

12. No Adoption Required; Warranty Disclaimer. Nothing in this Agreement shall require or be deemed to require Member to adopt, implement or support any Energistics work item nor to use any Energistics work item in any product or service offering. ENERGISTICS MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, UNDER THIS AGREEMENT, AS TO THE ACHIEVEMENT OF ANY GOAL, OR THE DEVELOPMENT, AVAILABILITY OR ADOPTION OF ANY STANDARD, SPECIFICATION OR TECHNOLOGY AND ANY SUCH WARRANTY IS EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

13. Damages & Limit on Liability. In no event shall Energistics be liable to Member, or any person claiming through Member, for any indirect, incidental, consequential, special, punitive or exemplary damages or lost profits for damages or losses due to action or inaction of Energistics during the term of such Member's membership in Energistics, even if Energistics has been advised of the possibility of such damages. These limitations shall apply even if any remedies fail of their essential purpose. Under no circumstances will Energistics' aggregate liability to Member under this Agreement, regardless of the form of any claim or action or theory of liability (including contract, tort, or warranty),

exceed the aggregate amount paid or payable by Member to Energistics hereunder during the preceding 12-month period.

14. Joint Preparation. The parties declare that they have contributed to the drafting of this Agreement or have had it reviewed by their counsel before signing it. It is expressly agreed that this Agreement shall not be construed against any party on the basis of who drafted this Agreement or who supplied the form of Agreement. Each party agrees that it has been purposefully drawn and correctly reflects their understanding of the transaction that it contemplates.

IX. DEFINITIONS

All capitalized terms not defined herein shall have the meaning set forth in the Bylaws. For the purposes of this Agreement the following definitions shall apply:

1. "Additional Activities" has the meaning set forth in Article III.

2. "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.

3. "Associate Member" means parties eligible for Associate Membership as may be determined from time to time in the reasonable discretion of the Energistics Board of Directors including standards organizations, not-for-profit industry consortiums, academic institutions such as universities and technical schools, as well as industry institutes or societies, and media partners. Associate Members' employees and consultants are eligible to participate in Energistics activities and Additional Activities.

4. "Bylaws" means the Bylaws of Energistics, as they may be amended from time to time.

See

<http://www.energistics.org/Assets/energisticsbylawsnovember2012.pdf>

5. "Certificate" means the Certificate of Incorporation of Energistics, as it may be amended from time to time.

See

<http://www.energistics.org/Assets/incorporationcertificate.html>

6. “Contributing Member” means parties eligible for Contributing Membership as may be determined from time to time in the reasonable discretion of the Energistics Board of Directors. Contributing Members’ participation in Energistics activities is limited to the Special Interest Groups for which they pay dues to participate.

7. “Designated Representative” means any person designated in writing by a Member, in accordance with the Bylaws, at annual and special meetings of the Members of Energistics. The initial Designated Representative is listed on the first page of this Agreement.

8. “Effective Date” means the date set forth on the first page of this Agreement

9. “Energistics Offerings” shall have the meaning set forth in Article V.

10. “Information and Intellectual Property Policy” means that certain Policy the current version of which is attached hereto as Schedule D.

11. “Initial Membership Year” for Member means the period beginning on the Effective Date and ending on December 31 of the same calendar year.

12. “Member” means the party identified as a member on the first page of this Agreement.

13. “Membership Dues” means the amounts payable by Member in respect of its membership in Energistics as determined in accordance with this Agreement and the Bylaws.

14. “Membership Level” means the various benefits and privileges available to the four classes of Energistics members including: (i) Sustaining Member, (ii) Contributing Member, (iii) Associate Member, and (iv) Regulatory Agency Member.

15. “Membership Year” means one calendar year from January 1 to December 31.

16. “Policies” means any official policies of Energistics that may be adopted by the Board of Directors from time to time, including, without limitation, the Information and Intellectual Property Policy.

17. “Regulatory Agency Member” means parties eligible for Regulatory Agency Membership as may be determined from time to time in the reasonable discretion of the Energistics Board of Directors. Regulatory Agency Members include governmental authorities and instrumentalities thereof

18. “Sustaining Member” means parties eligible for Sustaining Membership as may be determined from time to time in the reasonable discretion of the Energistics Board of Directors. Sustaining Members’ employees and consultants are eligible to participate in Energistics’ activities and Additional Activities.

IN WITNESS WHEREOF, the parties have executed this Membership Agreement, each representative warranting individually that he has the full right, power and authority to execute it on behalf of the party he represents.

MEMBER:

ENERGISTICS, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Ross Philo
President & CEO

Date: _____

ATTACHMENTS

Attachments:

1. Schedule "A" - Bylaws Provisions Concerning Dues
2. Schedule "B" - Membership Dues
3. Schedule "C" - Additional Activities
4. Schedule "D" - Information and Intellectual Property Policy

SCHEDULE A

BYLAWS PROVISIONS CONCERNING DUES

Article 4 of Energistics Bylaws (Membership Dues)

4.1 Membership Dues Classification. Members of the Corporation shall pay annual dues (“Membership Dues”) to the Corporation in such amounts as the Board of Directors may from time to time determine. Membership Dues for Members that are for-profit entities shall be based on their annual gross revenues calculated as of the end of the Member’s most recently completed fiscal year. Thereafter, Member gross revenues will be reviewed on such periodic basis as the Corporation’s management may reasonably determine, to assure equitable and consistent assessment of the membership.

In certain situations in which the gross revenues of a Member are not readily ascertainable from audited financial statements or similar sources or, if ascertainable, do not fairly reflect the magnitude of such Member’s operations, the Board of Directors may, in its sole judgment, make equitable adjustments deemed to the gross revenues of such Member for the purpose of determining the Membership Dues payable by such Member, so that the Membership Dues payable by such Member are more commensurate with the actual level of such Member’s operations.

Membership Dues for governmental regulatory agencies may be based on the petrochemical production output regulated by such Regulatory Agency, as determined or estimated in a reasonable and consistent manner by the Corporation.

4.2 Payment. Membership Dues shall be due at such times as are set forth in the membership agreement between a Member and the Corporation or, if not set forth therein, within thirty (30) days following the Corporation’s annual invoice therefor.

4.3 Default and Suspension. The Corporation may issue to any Member that fails to pay its Membership Dues within 30 days after issuance of a statement therefore a notice of delinquency. If any amounts remain unpaid more than fifteen (15) days after dispatch of said written notice of delinquency, then all rights, powers and privileges of such Member as a member of the Corporation may be suspended until such amount is paid in full, at which time such Member shall be automatically and immediately reinstated. Notwithstanding the continuance of such suspension, such Member shall remain liable for the payment of all amounts in respect of Membership Dues otherwise accruing and/or becoming payable by such Member during such suspension period.

4.4 Cross-Membership with Association Members. Certain other not-for-profit industry membership organizations (“Association Members”), upon the approval of the Chief Executive Officer, may become Members of the Corporation without the payment of Membership Dues, provided that such organizations grant the Corporation membership or similar status without charge. The membership in the Corporation of such an Association Member may, upon the determination of the Chief Executive Officer, be terminated if the Corporation’s membership in such Association Member is terminated for any reason. Such Association Members shall be full Members of the Corporation, and shall be classified in the Non-Oil Sector.

4.5 Obligations of Resigning Members. In order to enable the Corporation to manage its affairs and budget effectively, any Member that voluntarily resigns from the Corporation as permitted by Section 3.2.a above shall nevertheless pay any Membership Dues that would have become due within the six-month period immediately following the effectiveness of its resignation at the level which would have been applicable had it continued its membership.

4.6. Non-Energy Member Dues. To the extent that any Member in the Non-Oil Sector (as defined in Section 6.3 below) with annual gross revenue of at least US\$50 Million derives less than fifty percent (50%) of its annual gross revenues from activities in the energy industry (including the exploration, production, processing, refining, storage, transportation, distribution or sale of petroleum or other energy-related products, or the sale, leasing, development, repair, operation, installation or promotion of products, software or services relating to the energy industry) (“Energy Industry Activities”), then the Membership Dues for such Member shall equal the greater of:

- a) The Membership Dues that would be payable by such Member based solely on its annual gross revenue attributable to Energy Industry Activities, or
- b) \$25,000.

4.7. Multi-Year Membership Dues. The Corporation may offer multi-year memberships to Members at discounted annual Membership Dues rates approved by the Chief Executive Officer, provided that such discounts are offered consistently to all similarly situated Members.

SCHEDULE B

MEMBERSHIP DUES

Membership Dues Classification <i>(\$ amounts refer to annual Gross Revenue in the upstream oil and gas industry)</i>	Annual Membership Dues <i>(select one of the following and enter the resulting amount on Page 1)</i>	
<u>Energy Company Organizations</u> <i>(Integrated, Independent or National oil and gas companies)</i>	Sustaining	Contributing <i>(per Special Interest Group)</i>
\$100 Billion or greater	\$220,500 <input type="checkbox"/>	\$52,500 <input type="checkbox"/>
\$50 Billion or greater, but less than \$100 Billion	\$157,500 <input type="checkbox"/>	\$42,000 <input type="checkbox"/>
\$20 Billion or greater, but less than \$50 Billion	\$105,000 <input type="checkbox"/>	\$31,500 <input type="checkbox"/>
\$10 Billion or greater, but less than \$20 Billion	\$78,750 <input type="checkbox"/>	\$21,000 <input type="checkbox"/>
Less than \$10 Billion	\$26,250 <input type="checkbox"/>	\$10,500 <input type="checkbox"/>
<u>Service Company Organizations</u> <i>(Oilfield service companies)</i>	Sustaining	Contributing <i>(per Special Interest Group)</i>
\$10 Billion or greater	\$139,125 <input type="checkbox"/>	\$31,500 <input type="checkbox"/>
\$5 Billion or greater, but less than \$10 Billion	\$78,750 <input type="checkbox"/>	\$21,000 <input type="checkbox"/>
Less than \$5 Billion	\$26,250 <input type="checkbox"/>	\$10,500 <input type="checkbox"/>
<u>All Other Organizations</u> <i>(based on upstream oil and gas revenues only)</i>	Sustaining	Contributing <i>(per Special Interest Group)</i>
\$20 Million or greater	\$26,250 <input type="checkbox"/>	\$10,500 <input type="checkbox"/>
\$10 Million or greater, but less than \$20 Million	\$10,500 <input type="checkbox"/>	\$5,250 <input type="checkbox"/>
\$1 Million or greater, but less than \$10 Million	\$6,825 <input type="checkbox"/>	\$2,625 <input type="checkbox"/>
Less than \$1 Million	\$3,937.50 <input type="checkbox"/>	\$1,575 <input type="checkbox"/>
<u>Regulatory Agencies</u>	\$16,275 <input type="checkbox"/> <i>(500 MBOE or greater)</i>	\$6,300 <input type="checkbox"/> <i>(500-250 MBOE)</i>
<i>Quantities refer to annual production in MBOE [millions of barrels oil equivalent]</i>	\$2,625 <input type="checkbox"/> <i>(250-100 MBOE)</i>	\$1,050 <input type="checkbox"/> <i>(less than 100 MBOE)</i>

SCHEDULE C

ADDITIONAL ACTIVITIES

Energistics is an open standards organization and Members are encouraged to participate in Special Interest Groups (a “SIG” or “SIGs”), Work Groups, committees and other groups as requested by the industry and offered by Energistics. Sustaining, Associate and Regulatory Agency Members may participate at their discretion in any or all of the Special Interest Groups. Contributing Members may participate in any individual SIGs as indicated by their Membership Dues classification. Work Groups are formed by interested Members on specific subjects and may require additional funding for participation. The terms of participation in such SIGs are contained on the Energistics Web site at <http://www.energistics.org/sig/siglist.shtml>. Member’s participation in such SIGs is conditioned upon its agreement with such terms, as they may exist from time to time, and which are hereby incorporated by reference.

SPECIAL INTEREST GROUP PARTICIPATION

<u>SIG</u>	<u>AUTHORIZED PARTY SIGNATURE</u>	<u>PRINT NAME & TITLE</u>	<u>COMMENCEMENT DATE</u>
<input type="checkbox"/> DATA MANAGEMENT	_____	_____	January 1, 201____
<input type="checkbox"/> GEOSCIENCES	_____	_____	January 1, 201____
<input type="checkbox"/> MICROSEISMIC (MICROML)	_____	_____	January 1, 201____
<input type="checkbox"/> PRODUCTION (PRODML)	_____	_____	January 1, 201____
<input type="checkbox"/> DRILLING (WITSML)	_____	_____	January 1, 201____
<input type="checkbox"/> REGULATORY	_____	_____	January 1, 201____
<input type="checkbox"/> RESERVOIR (RESQML)	_____	_____	January 1, 201____

GENERAL TERMS APPLICABLE TO ALL SIGS

- | | |
|--|---|
| <p>1. Term. Each Member’s participation in a SIG shall have term beginning on its respective Commencement Date and Member’s membership (a “<u>participant</u>”) in the SIG shall continue until terminated by mutual written consent of the Member and Energistics or until the Agreement is terminated.</p> <p>2. Fees. Participation in each SIG requires participant’s payment of a fee as to each calendar year (the “<u>SIG Fee</u>”). The SIG Fee shall be waived for each calendar year during which participant is an Energistics Sustaining Member, Associate Member or a Regulatory Agency Member. The SIG Fee for each Contributing Member is based on the number of SIGs selected for participation and is shown on Schedule B. The level of the SIG Fee for each subsequent calendar year shall be set by Energistics. Energistics shall notify participant of the SIG Fee for each SIG for the next calendar year no later than thirty (30) days prior to the end of the then-current calendar year. Unless participant notifies Energistics in writing that it desires to terminate its participation in the SIG prior to the</p> | <p>beginning of the new calendar year, participant shall be obligated to pay the SIG Fee for the new calendar year, and Energistics shall be entitled to invoice participant with payment due on the first day of the new calendar year.</p> <p>3. Other Costs. All costs and expenses incurred by Participant to attend SIG meetings, participate in SIG Work Groups, review SIG output, or otherwise participate in the SIG, shall be the responsibility of participant.</p> <p>4. Representation. Participant shall be entitled to designate in writing one primary representative who shall be entitled to cast one (1) vote with respect to any matter on which SIG participants are entitled to vote. The SIG Chairperson or SIG Co-Chairpersons shall be elected from the SIG participant representatives by simple majority vote at a regular meeting of the SIG Participant representatives (the “SIG Steering Committee”). The SIG may establish rules for its governance that are not otherwise inconsistent with the Agreement, the Certificate of Incorporation or Bylaws.</p> |
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There shall be no minimum attendance or quorum required to hold SIG meetings, provided that each SIG Participant is provided with advance notice of the meeting.

5. **Facilitation.** Energistics shall be responsible for the administration and management of all tasks associated with the SIG and shall perform or oversee the performance of associated work and services. Energistics shall monitor the progress of the SIG and report such periodically to the SIG participants. Energistics shall

make no representation or assurance hereunder that it will achieve any particular results as part of the SIG's activities, nor that it will successfully complete the development and production of the proposed deliverables.

6. **Information and Intellectual Property.** All SIG activities are subject to the then-current Energistics Information and Intellectual Property Policy.

DATA MANAGEMENT SIG

The purpose of the DATA MANAGEMENT SIG is to represent the users of data processes, products, and services as this relates to the data definition, model, and transfer standards. This includes the uses of data store solution products and services, related industry work practices, and related industry standards. The SIG's activities may include some or all of the following:

- Recognizing and expressing consensus needs and requirements for industry best practices related to the SIG's scope, such as endorsement and advocacy for reference entity/data standards, identification standards, focused aspects of data structures, data transfer specifications, etc.
- Reviewing new and evolving aspects of industry standards related to the SIG's scope, especially those hosted by Energistics.
- Promoting the use of industry standards related to the SIG's scope.
- Developing an agreed, common data management framework definition addressing data store solution architecture, data management business processes, deployment use cases, and cataloguing / meta data usage.
- Defining a framework for managing the results of projects and studies that support field development planning.
- Aligning requirements expressed by active participants with defined frameworks.
- Consolidating views of active participants into high-value, consensus best practice recommendations for work practices, products and services, and industry standards.
- Publishing and promoting consensus best practices and recommendations.
- Defining requirements for and reviewing published industry standards and related industry information.

GEOLOGY SIG

The purpose of the GEOLOGY SIG is to represent the users of geological data, information and applications, including well log curve data, regarding current and newly developed industry standards, including PWLS Standards. The SIG's activities may include some or all of the following:

- Recognizing and expressing consensus needs and requirements for industry best practices related to the SIG's scope, such as endorsement and advocacy for enhancements to the geological industry data, information and process standards.
- Reviewing new and evolving aspects of geological standards, including classifying well log curves from older tools, new kinds of tools, and new tools coming into service.
- Promoting the use of industry standards related to the SIG's scope.
- Publishing and promoting relevant consensus best practices and recommendations.
- Defining requirements for and reviewing published industry standards and related industry information.

GEOPHYSICS SIG

The purpose of the GEOPHYSICS SIG is to represent the users of geophysical data. The SIG's activities may include some or all of the following:

- Recognizing and expressing consensus needs and requirements for industry best practices related to the SIG's scope, such as endorsement and advocacy for enhancements to the geophysical industry data, information and process standards.
- Reviewing new and evolving aspects of geophysical standards,
- Promoting the use of industry standards related to the SIG's scope.
- Publishing and promoting relevant consensus best practices and recommendations.
- Defining requirements for and reviewing published industry standards and related industry information.

PRODML PRODUCTION SIG

The purpose of the PRODML SIG is to represent the practitioners and managers of oil and gas production operations activities and related industry standards. The SIG's activities may include some or all of the following:

- Recognizing and expressing consensus needs and requirements for industry best practices related to the SIG's scope, such as endorsement and advocacy for the development or enhancement of industry standards for data transfers among data sources, applications, etc., industry standards for expressing and describing measurements, analyses, models, and control cycles, etc. This includes, but is not limited to, production reporting, production optimization, and production operations business processes.
- Reviewing new and evolving aspects of relevant industry standards.
- Promoting the use of relevant industry standards.
- Publishing and promoting relevant consensus best practices and recommendations.
- Defining requirements for and reviewing published industry standards and related industry information.

WITSML DRILLING SIG

The purpose of the WITSML SIG is to represent the users of well-site generated drilling data as this relates to the WITSML data transfer standard and any and all other Energetics drilling standards. Initially, the focus of the SIG is to promote awareness and use of WITSML. Over time, the SIG's objectives are to raise new consensus needs and requirements, to review new and evolving aspects of the standards, and to promote the use of the standard by exchange experiences and other means.

The SIG addresses well-site generated drilling data, including:

- contextual data about wells, well bores, rigs, bits, bottom hole assemblies, well bore geometry
- reference data about locations, units
- (near) real-time data about trajectories, fluids, cement, LWD logs, MWD, mud logs

The objective of the WITSML drilling specification is to achieve "the 'right time' seamless flow of well site data between operators and service companies to speed and enhance decision-making." The objective of the SIG is to facilitate the focused participation of users and suppliers of WITSML-based solutions to promote awareness, promote use, agree on needed enhancements, etc. The objectives of the SIG include:

- Promote and support transition to and use of WITSML Standards by software, service, and oil companies.
- Refine, publish, track and promote a WITSML development and deployment road map
- Help organize and promote attendance at the public WITSML Seminars and Tutorials.
- Receive and analyze requests for corrections or enhancements, leading to the release of consensus requirements for action.
- Monitor usage of WITSML focusing on scope of use, quantity of use, and quality of usability
- Promote the use of WITSML within industry companies, including oil companies, service companies, and software suppliers.

REGULATORY SIG

The purpose of the REGULATORY SIG is to represent the practitioners and managers of oil and gas regulatory activities (operators, regulators, etc.) and related industry standards. The SIG's activities may include some or all of the following:

- Recognizing and expressing consensus needs and requirements for industry best practices related to the SIG's scope, such as endorsement and advocacy for the development or enhancement of industry standards for data transfers to support regulatory permitting, activity reporting, sundry reporting, etc.
- Reviewing new and evolving aspects of relevant industry standards.
- Promoting the use of relevant industry standards.
- Publishing and promoting relevant consensus best practices and recommendations.
- Defining requirements for and reviewing published industry standards and related industry information.

RESQML SIG

The purpose of the RESQML SIG is to represent the users of reservoir technology and industry standards, including the previous work by RESCUE. The SIG's activities may include some or all of the following:

- Recognizing and expressing consensus needs and requirements for industry best practices related to the SIG's scope, such as endorsement and advocacy for the enhancement of RESQML standards, technology, and best practices.
- Reviewing new and evolving aspects of relevant industry standards.
- Promoting the use of relevant industry standards.
- Publishing and promoting relevant consensus best practices and recommendations.
- Defining requirements for and reviewing published industry standards and related industry information.

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 Information and Intellectual Property Policy (“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 Policy, 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 Policy. 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 Policy 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 POLICY, 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.



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MEMBERSHIP AGREEMENT INSTRUCTIONS

I. Membership in Energistics Consortium, Inc. (“Energistics”) is open to all interested participants in the oil and gas exploration and production industry. Any organization that desires to become a Member of Energistics must do the following:

 **Print and sign two copies** of the attached Membership Agreement and send both signed copies to Energistics at the following address:

ENERGISTICS
Attention: Membership
5615 Kirby Drive, Suite 720
Houston, Texas 77005, USA

 **Pay, by check or wire transfer**, the required Membership Dues, computed as specified in Article II of the Membership Agreement after consultation with a member of the Energistics staff.

 **Provide the financial statements** required by Article II Section 4 of the Membership Agreement.

II. All prospective Members are subject to review and approval by Energistics. No person or entity shall be considered a Member, or have any rights or privileges of Membership, unless and until accepted by Energistics as a Member, as evidenced by the return to the prospective Member of a countersigned Membership Agreement executed by an executive officer of Energistics.

III. Payments should be made as follows:

WIRE TRANSFER:

Please contact Melissa Ray:

melissa.ray@energistics.org
+1 (281) 243-2135

CHECK PAYMENTS:

ENERGISTICS
Attention: Accounting
5615 Kirby Drive, Suite 720
Houston, Texas 77005, USA

CREDIT CARD PAYMENTS:

Please complete the following:

- Credit Card Type:
- Visa
 - MasterCard
 - American Express

Energistics Invoice #: _____
Name on Card: _____
Amount Charged: _____
Account #: _____
Expiration Date: _____ / _____ mm/yyyy)
Security Code: _____
Signature: _____

Please fax (+1 281.243.2123) or mail this information to Energistics, Attention: Accounting.