

This terms of service page governs any domains associated with PHDwin including but not limited to: www.phdwindownload.com, www.phdwin.com, portal.phdwin.com

YOU (HEREIN "YOU") MUST INDICATE THAT YOU HAVE READ AND UNDERSTOOD THIS PHDWIN ONLINE ACCESS AGREEMENT (THIS "AGREEMENT") BY CHECKING IN THE ABOVE BOX BEFORE CLICKING ON THE "I AGREE" BUTTON AT THE BOTTOM OF THIS PAGE. BY CLICKING THE "I AGREE" BUTTON, YOU AGREE TO BECOME A PARTY TO AND BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT SUPERCEDES ALL PROPOSALS, PRIOR AGREEMENTS (ORAL OR WRITTEN), AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND TRC CONSULANTS, L.C. ("TRC") OR ITS AFFILIATES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT SUPPLEMENTS, BUT DOES NOT SUPERCEDE, ANY LICENSE AGREEMENT WITH TRC PREVIOUSLY ENTERED BY YOU. IF YOU DO NOT AGREE TO BECOME A PARTY TO AND BE BOUND BY THE TERMS AND CONDITIONS HEREOF, OR DO NOT HAVE THE AUTHORITY TO AGREE, YOU MUST CLICK ON THE "CANCEL" BUTTON. RECITALS

This Agreement is based upon the following matters:

A. TRC is the owner and developer of a proprietary binary software in machine-readable form, and accompanying and related software and documents, including training manuals and videos, having the trade and business name "PHDwin," which, among other matters, is used for oil and gas reserve analysis, and which is available, for license to TRC's licensee clients, under an end-user license agreement (the "Software"). Software shall include any upgrades, updates and additions to the Software, as well as information related to the Software provided by TRC to existing or potential customers at any time.

B. TRC has a domain name of "PHDwin.com" and other related and associated domain names.

C. Through its domain names TRC provides various online information to the general public regarding the Software and the services of TRC.

D. For its licensee clients and prospective licensee clients (collectively "Access Party" in the singular and "Access Parties" in the plural) TRC provides additional online access to proprietary and confidential information relating to the Software and services of TRC ("Proprietary Access"). TRC provides the Proprietary Access by providing to the Access Party a user log-in name, and a password.

E. TRC considers all documents and other information which is available through the Proprietary Access to be proprietary and confidential, and valuable to the TRC.

F. Proprietary Access is provided by TRC in part to introduce pre-release updates, modifications, and features, for tryout, product sampler, or testing basis, including by persons who are not existing licensee clients. For purposes of this Agreement, term Software shall also include all pre-release products and features introduced by TRC to licensee clients or third parties for review, evaluation, testing, and feedback.

G. You are an Access Party. Your confirmation and adoption of this Agreement is a preliminary condition to your Proprietary Access by use of the log-in name and password provided to You by TRC.

H. As a condition to TRC providing Proprietary Access to You, TRC requires that all such information becoming available through the Proprietary Access be treated confidentially by You.

NOW, THEREFORE, to gain access to the confidential and proprietary information of TRC through the Proprietary Access offered to You, You agree as follows:

AGREEMENT

1. Definition of Confidential Information. As used in this Agreement, the term “Confidential Information” will mean all information furnished to You, as an Access Party, by TRC through the Proprietary Access. Confidential Information includes, but is not limited to, the Software and related software products, software source code, algorithms, technical information, techniques, sketches, drawings, models, processes, equipment, formulae, videos and written materials relating to the Software, the service of TRC, and the future proposed products and services of TRC. Confidential Information shall include all reviews, testing, and evaluations by You of the Software and all communications between You and TRC representatives regarding any reviews, testing, and evaluations by You. Confidential Information shall include all derivative works by You from the Software, including derivative works by actions prohibited under this Agreement, or under the License Agreement, such as, by way of example, any modification, port, adaptation, or translation of the Software, all of which shall be proprietary to TRC. Confidential Information shall not include any data analysis by You, i.e. output files, using data supplied by You, utilizing the Software. In addition, and notwithstanding the foregoing, Confidential Information will not include information that (i) is publicly available or becomes publicly available through no action or fault of You, (ii) was already in your possession or known to You prior to being disclosed or provided to You by or on behalf of TRC, or (iii) was or is obtained by You from a third party not known by You to be bound by an obligation of confidentiality with respect thereto, or (iv) is independently developed by You without reference to or use of any of the Confidential Information.

2. Definition of Representatives. As used in this Agreement, the term “Representatives” will mean any person, that person’s affiliates and its and their respective directors, officers, general partners, members, employees, agents, advisors (including, without limitation, financial advisors, legal counsel and accountants) and controlling persons who are furnished Confidential Information. The term “affiliate” has the meaning given to that term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended; and the term “person” will

be broadly interpreted to mean natural persons and all legal persons, including, without limitation, any corporation, general or limited partnership, limited liability company, trust or other entity or company.

3. Negative Covenants. You and Your Representatives are not to: use the Software in a manner inconsistent with its design or TRC's documentation; copy, modify, port, adapt, or translate the Software; download, copy, or otherwise benefit from the functionality of the Software unless licensed to do so by TRC; .reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software; or unbundle component parts of the Software.

4. Restrictions on Disclosure and Use. You and your Representative shall always hold and maintain the Confidential Information in the strictest of confidence. Confidential Information shall be disclosed to Representatives who need to know such information and who certify that such Representative is bound by the terms of this Agreement. If any Confidential Information shall reach a third party by, under or through You, all liability will be on You.

5. Indemnity. You are responsible for any breach of this Agreement by You or by any of your Representatives. YOU AGREE TO INDEMNIFY TRC OF ALL DAMAGES IT SUFFERS ON INCURS AS A RESULT OF ANY SUCH BREACH, INCLUDING, BUT NOT LIMITED TO, ANY UNAUTHORIZED USE OR REPRODUCTION OF ANY OF THE CONFIDENTIAL INFORMATION AS A RESULT OF YOUR ACTIONS OR OMISSIONS, OR THE ACTIONS OR OMISSIONS OF YOUR REPRESENTATIVES IN VIOLATION OF THE RIGHTS AND OBLIGATIONS OF YOU AND YOUR REPRESENTATIVES UNDER THIS AGREEMENT.

6. Return/Destruction of Confidential Information. On written request by TRC, You will return to TRC or destroy all Confidential Information having been received by You.

7. Equitable Remedies. You hereby agree that your breach of this Agreement may cause irreparable harm to TRC, which harm may not be

adequately compensated by money damages. It is further agreed by You that TRC may seek injunctive relief against You in the event of a breach or default, or a threatened breach or default, of this Agreement.

8. Miscellaneous Provisions.

a. Waivers and Amendments. No failure or delay by TRC in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder. This Agreement may only be amended with the written consent of all the parties.

b. Unenforceable Term: If any part of this Agreement is found void or unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms.

c. Statutory Rights. This Agreement will not prejudice the statutory rights of any party not waivable by the party by agreement.

d. Term. Your Proprietary Access may be discontinued at any time, with or without notice. Your obligations herein as to the Confidential Information shall continue without limit after any such discontinuance.

e. Governing Law; Exclusive Venue. You acknowledge that TRC is located in Texas and that the Software was in substantial part conceived, developed, and marketed by TRC in the United States. Further You acknowledge, agree and stipulate that the laws of the State of Texas bear a substantial relationship to this Agreement and that the selection of Texas law to govern this Agreement is reasonable and appropriate, and You consent to the selection of such law to govern this Agreement. This Agreement has been agreed to only in the English language. This Agreement has been made under, shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A., without regard to conflicts of laws principles. This Agreement will not be governed by the United Nations

Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. All disputes arising out of this Agreement or the subject matter hereof shall be litigation in the Federal or State courts located in AUSTIN, TRAVIS COUNTY, TEXAS.

f. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the Proprietary Access extended to You and the other matters addressed in this Agreement.

g. General. We reserve the right to suspend/terminate services on late payments as per our [Support Policy on late payments](#).

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND TRC RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS AGREEMENT SUPPLEMENTS, BUT DOES NOT SUPERCEDE. ANY PRIOR LICENSE AGREEMENT YOU HAVE ENTERED WITH TRC.

If any provision or portion of any provision of this Agreement is held to be unenforceable in any jurisdiction for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability (a) of such provision under other circumstances or jurisdictions, or (b) of the remaining provisions hereof under all circumstances or jurisdictions. This Agreement may be assigned and/or transferred by TRC and inures to the benefit of its assigns.