

INDIANA GEOLOGICAL AND WATER SURVEY PETROLEUM DATABASE MANAGEMENT SYSTEM

TERMS OF SERVICE AGREEMENT

This Agreement is by and between:

The Indiana Geological and Water Survey, a research Institute of Indiana University, that, among other things, is responsible for the development, supply, and operation of products and services relating to the Indiana Petroleum Well Database and Management System (PDMS)

Indiana Geological and Water Survey
1001 E. 10th St.
Bloomington, IN 47405

AND: a person, company, corporation, consultant, government organization, etc. that submits payment
for the PDMS Premium Subscription Service

1. SERVICES PROVIDED AND PAYMENT TERMS

The Indiana Geological and Water Survey ("IGWS") maintains the **Petroleum Database Management System (PDMS)** at:

<https://igws.indiana.edu/PDMS/>

A. Basic Level (free)

IGWS accumulates, catalogues, and maintains a substantial amount of data in the PDMS, including collection of samples and records, by virtue of its statutory mission. The records are and continue to be accessible to the public at no charge for viewing or downloading. IGWS strives to make these records conveniently accessible.

B. Premium Level (\$500 per 12-month subscription)

For access to value-added IGWS records, reports, logs, and geological interpretations related to a well, for some types of well data, and other features that are not included at the Basic Level, IGWS charges a \$500 subscription fee. This fee covers a 12-month period beginning at the date of the subscription. The subscription service may be renewed annually at the then-current annual rate.

The subscription service, data offerings, etc., may change from time-to-time at the discretion of the IGWS, and such changes shall not constitute a breach of this Agreement or entitle the Company to a refund of subscription fees already paid.

Premium Level allows users to process PDMS data efficiently from multiple wells and provides all available well data, extensive map features, and useful tools to assist users to effectively search for oil and gas in Indiana, to evaluate petroleum reservoirs, and to interpret subsurface geology.

C. The table attached to this Agreement illustrates the differences between the Basic Level and the Premium Level.

D. Prior to initiation of service, Company will contact the IGWS Publications Sales Office to provide name, business affiliation and address, and either credit card number or invoice information:

Publication Sales Office
Indiana Geological Survey
1001 E. 10 St.
Bloomington, IN 47405-2208
(812) 855-7636 office phone

2. DATA DISTRIBUTION, DATA DISCLAIMER, COPYRIGHT, LIMITATION OF WARRANTIES AND LIABILITY

A. DATA DISTRIBUTION: Company agrees that records obtained from the IGWS will not be transferred or sold to third parties. However, a de minimus number of records may be included in support materials of geological reports related to the Company's business activities such as consulting.

B. DATA DISCLAIMER:
The data contained in the PDMS were compiled by Indiana University, IGWS, using data believed to be accurate; however, a degree of error is inherent in all data. This product is distributed "AS-IS" without warranties of any kind, expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of these data to define the limits or jurisdiction of any federal, state, or local government. These data are intended for use only at the published scale or smaller and are for reference purposes only. They are not to be construed as a legal document or survey instrument. A detailed on-the-ground survey and historical analysis of a single site may differ from these data.

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D. LIMITATION OF WARRANTIES AND LIABILITY: This product is provided "AS IS", without any warranties or conditions, expressed or implied, including, but not limited to, warranties for product quality, or suitability to a particular purpose or use. The risk or liability resulting from the use of this product is assumed by the user. Indiana University, Indiana Geological and Water Survey

shares no liability with product uses indirectly, incidentally, special, or consequential damages whatsoever. This includes, but is not limited to, loss of revenue or profit, lost or damaged data or other commercial or economic loss. Indiana University, Indiana Geological Survey is not responsible for claims by a third party. The maximum aggregate liability to the original purchaser shall not exceed the then-current annual subscription rate.

3. TERMINATION

- A. Company may terminate this Agreement at any time by giving IGWS 60 days' written notice.
- B. Company shall remain obligated to pay for any special service work incurred through the date of termination.
- C. IGWS may terminate this Agreement if:
 - 1. The Company breaches the terms of this Agreement, including but not limited to its obligation to make payment for special services work;
 - 2. IGWS believes on reasonable grounds that providing the Company with access to the PDMS may constitute a breach of the professional conduct rules which are binding upon IGWS and its professionals in the geology industry.