



OnePetro Corporate Subscriber License

This subscriber license agreement (“Agreement”) is made and entered into as of this _____ day of _____, _____, by and between:

1. **Society of Petroleum Engineers Inc., a non-profit corporation with offices at 222 Palisades Creek Dr., Richardson Texas, 75080 (hereinafter referred to as 'SPE')**

and

2. _____ with offices at _____ (hereinafter referred to as the 'Licensee').

In consideration of the mutual covenants and subject to the conditions contained herein, the parties agree as follows:

1. Defined Terms

The following terms shall be defined as follows for the purposes of this Agreement:

- 1.1 Authorized Users.** Authorized Users are those individuals with a current direct affiliation with the Licensee, which includes current employees (whether on a permanent, temporary, contract, or visiting basis) and individuals who are authorized to use the library network from within the library premises or from such other places where such persons work (including but not limited to offices and homes) regardless of geographic location. For purposes of this license, an affiliation with the Licensee means those employees of Licensee and any company including subscriber which Licensee now or hereafter owns or controls, directly or indirectly, fifty percent or more of the stock or other indicia of equity having the right to vote for or appoint directors.
- 1.2 Commercial Use.** Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Recovery of direct and indirect cost by the Licensee from Authorized Users, or use by the Licensee or by an Authorized User of the Licensed Material in the course of research funded by a commercial organization, is not deemed to constitute Commercial Use.
- 1.3 Electronic Database.** Any electronic collection of articles, chapters, or other materials from different owners of such materials.
- 1.4 License Fees.** The fee(s) set out in Appendix A, or in new Appendices to this License that may be agreed to by the parties from time to time.
- 1.5 Licensed Materials.** The electronic material listed in Appendix C, or in new Appendices to this License that may be agreed to by the parties from time to time.
- 1.6 Publishers.** The collective publishers set out in Appendix B, or in new Appendices to this license that may be agreed to by the parties from time to time.
- 1.7 Secure Network.** A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Licensee and whose use shall be regulated by the Licensee.
- 1.8 Subscription Period.** The period set out in Appendix A, or in new Appendices to this License that may be added subsequently from time to time by mutual agreement of the parties hereto.

2. Agreement

SPE grants the Licensee a non-exclusive and non-transferable right to give Authorized Users access to the Licensed Material through SPE's server(s) for the Subscription Period as set out in Appendix A subject to the terms and conditions of this License, subject to the payment by Licensee of all applicable License Fees.

3. Permitted Uses

3.1 Licensee may, pursuant to the terms and conditions hereof:

- 3.1.1** Provide Authorized Users access to the Licensed Material, from SPE's server or from another server designated or approved in writing by SPE via the Secure Network.
- 3.1.2** Provide single printed or electronic copies of single articles at the request of individual Authorized Users.
- 3.1.3** Provide interlibrary loans

3.2 Provided Licensee is in good standing hereunder, Licensee may permit Authorized Users to:

- 3.2.1** Search, view, retrieve and display the Licensed Material.
- 3.2.2** Electronically save the Licensed Material for personal use.
- 3.2.3** Print off single copies of parts of the Licensed Material.
- 3.2.4** Create multiple copies of extracts of the Licensed Material for classroom instruction use, provided that no greater copies or use of such Licensed Materials shall be utilized for such purpose than constituting "fair use" under applicable law. Each such copy shall carry appropriate acknowledgment of the source, listing title and author of extract, title and author of work, and publisher.
- 3.2.5** Incorporate parts of the Licensed Material in the Electronic Database for the use of Authorized Users in the course of specific internal company projects of Licensee. Each such item shall carry appropriate acknowledgment of the source, listing title and author of extract, title and author of work, and publisher. The electronic copy of such items shall be deleted by the Licensee upon completion of the project.

4. Prohibited Uses

- 4.1** Neither the Licensee nor Authorized Users may remove or alter the authors' names, copyright notices, trademarks, or other means of identification or disclaimers as they appear in the Licensed Material.
- 4.2** Neither the Licensee nor Authorized Users may systematically make print or electronic copies of multiple extracts of the Licensed Material for any purpose other than is permitted in Section 3.2.4, and 3.2.5 or approved in writing in advance by SPE.
- 4.3** Neither the Licensee nor Authorized Users may display or distribute any part of the Licensed Material on any electronic or other data network including, without limitation, the Internet and the World Wide Web, other than is permitted in Section 3.2.5 or approved in writing in advance by SPE.
- 4.4** The Publishers explicit written permission must be obtained in order to:
 - 4.4.1** Reproduce the whole or any part of the Licensed Material for any Commercial Use.
 - 4.4.2** Make available or distribute the whole or part of the Licensed Material to anyone other than Authorized Users.
 - 4.4.3** Publish, distribute or make available the Licensed Material or works which combine it with any other material, other than as permitted in this License.
 - 4.4.4** Alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen to Authorized Users, or as otherwise permitted in this License. Unless specifically authorized in writing by The Publishers or the copyright holder, no alteration of the words or their order is permitted.

5. Warranties

5.1 SPE warrants to the Licensee that:

5.1.1 it has sufficient rights in the Licensed Materials to grant the rights and licenses provided for herein, subject to the terms and conditions hereof.

5.1.2 The Licensed Material and that the Licensed Material, if used as contemplated in this License, does not knowingly infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.

5.1.3 SPE will not be responsible for any claim, loss or liability attributable to errors, inaccuracies or other defects in the Licensed Material or any part thereof whether arising from any intentional act or omission or (to the maximum extent permitted by relevant laws) any negligence or otherwise, and BOTH PARTIES EXPRESSLY EXCLUDE ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY AS TO TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SPE BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF USE OF ANY OF THE LICENSED MATERIAL. Other than for the obligations of indemnity set forth in 5.2 below, SPE's maximum liability to Licensee hereunder is limited to the Fee paid by Licensee to SPE for the then current Subscription Period.

5.2 SPE shall indemnify and hold Licensee harmless from and against any claim by a Publisher that the Publisher has not granted to SPE the right to make the license grants to Licensee set forth herein. SPE makes no representations or warranties as to the underlying rights of the Publishers in the Licensed Materials, and will have no obligation to indemnify Licensee from and against any claim by a third party that the applicable Publisher does not have such rights in the applicable Licensed Materials. Any indemnity is conditioned upon Licensee providing SPE with prompt written notice of the third party claim and SPE having authority to control the defense of such claim. Licensee will immediately cease any use of Licensed Materials as to which a claim for indemnification is made.

5.3 SPE shall:

- 5.3.1** Provide the Licensee with information sufficient to enable access to the Licensed Material, within no more than 5 working days of the receipt by SPE of a complete list of Authorized IP Addresses for the Licensee, or any revisions thereto.
 - 5.3.2** Use all reasonable efforts to ensure that the SPE server(s) have adequate capacity to support the anticipated usage of the Licensee and its Authorized Users at a level commensurate with the standards of access to information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this License.
 - 5.3.3** Use all reasonable efforts to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance and down-time, and to restore access to the Licensed Material as soon as reasonably possible in the event of an interruption or suspension of the service. SPE will make all reasonable efforts to notify Licensee of scheduled downtime at least 24 hours in advance.
- 5.4** SPE reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it has reasonable grounds to believe does or may infringe upon or misappropriate the intellectual property rights of a third party.
- 5.5** Licensee shall:
- 5.5.1** Use reasonable efforts to ensure that Authorized Users are made aware of and undertake to abide by the terms and conditions of this License; and immediately on becoming aware of any unauthorized use or other breach, inform SPE and take reasonable steps both to ensure that such activity ceases.
 - 5.5.2** Keep full and up-to-date records of all Licensee's authorized IP Addresses, and upon request provide SPE with periodic lists of additions, deletions or other alterations to such records as agreed between the parties from time to time.
- 5.6** Use its best efforts to ensure that only Authorized Users are permitted access to the Licensed Material.
- 5.7** The Licensee shall, in consideration for the rights granted under this License, pay the Fee in accordance with Section 2 within 60 days of signature and, if applicable, within 60 days of each

subsequent renewal.

- 5.8** SPE and the Licensee shall both permit and enable the collection and distribution of usage data by Licensee's Authorized Users for SPE's and the Licensee's use. SPE shall be entitled to aggregate usage data with respect to Licensee's Authorized Users with that of other licensees and their respective authorized users on a non-individually identifiable basis. Such usage information shall be compiled in a manner consistent with the applicable privacy laws. In the case that Licensee assigns its rights to another party pursuant to Section 7.2 __ hereof, SPE may at its discretion require the assignee to either keep such usage information confidential or require Licensee to destroy same in advance.
- 5.9** Each party shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of the other party and third parties.

6. Term and Termination

- 6.1** This Agreement shall commence on the date first set forth above and continue until 31 December of the calendar year. Unless terminated sooner in accordance with its terms or allowed to expire (upon tender of sixty (60) days notice by either party), this Agreement will be automatically renewed thereafter for successive one (1) calendar year terms, subject to applicable adjustment to the License Fees. SPE will notify Licensee no less than ninety (90) days prior to any automatic renewal of an increase in the License Fees for the ensuing term.
- 6.2** This License may be terminated by SPE in the event Licensee defaults in timely payment of the License Fees and fails to remedy such default within thirty (30) days of notification in writing by SPE.
- 6.3** This License may be terminated by either party in the event the other party:
- 6.3.1** Commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the other party.
 - 6.3.2** Becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
 - 6.3.3** Files a voluntary petition in bankruptcy or is subject to an involuntary petition that is not dismissed within sixty (60) days of filing.
- 6.4** On termination all rights and obligations of the parties automatically terminate except for:
- 6.4.1** Those specified in Sections 2, 3, 4, 5.1, 5.5 and 5.9 above.
 - 6.4.2** All obligations in respect of Licensed Material to which access continues to be permitted.
- 6.5** On termination of this License for cause, as specified in Sections 6.2 and 6.3 above as applicable, Licensee shall immediately cease to use, access, distribute or make available the Licensed Material.
- 6.6** On termination of this License by Licensee for cause, pursuant to Section 6.3, SPE shall within thirty (30) days repay a prorated proportion of the Fee representing the paid but unexpired part of the Subscription Period. Such payment shall be the sole remedy of Licensee in the event of such a termination.

7. General

- 7.1** This Agreement will be governed by the laws of the State of Texas. Each party agrees that the state and federal courts in and for Dallas County Texas shall have exclusive jurisdiction of any dispute arising under or relating to this Agreement.
- 7.2** This License may not be assigned by Licensee to any other person or organization without the prior written consent of SPE, which consent shall not unreasonably be withheld.
- 7.3** If rights in all or any part of the Licensed Material are assigned to another publisher, SPE shall use commercially reasonable efforts to retain rights in such Licensed Material, provided, however, that a failure to obtain such rights shall not be deemed a breach of this Agreement.
- 7.4** Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this License or to such other address as notified by either party to the other as its address for the service of notices and all such notices shall be deemed to have been received within 3 business days of posting.
- 7.5** Either party's failure to perform any term or condition of this Agreement, as a result of

circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities, or other Acts of God) shall not be deemed to be, or to give rise to, a breach of this Agreement; provided, however, that such condition that continues for more than thirty (30) days shall permit the other party to terminate pursuant to Section constitute .

7.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

7.7 The failure of either party to require performance by the other party of any provision of this Agreement will not affect its full right to require such performance at any subsequent time; nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year below first written.

Society of Petroleum Engineers

Name Georgeann Bilich

Title Director, Communications

Signature _____

Date _____

Licensee

Name _____

Title _____

Signature _____

Date _____

Appendix A

Fees and Subscription Period

Fees

OnePetro subscriber fees, credits and discounts are included as part of the OnePetro Order Form/Price List. SPE does not require pricing be included as part of this Subscriber License.

Subscription Period

That period normally beginning on 1 January and terminating on 31 December of each calendar year, or otherwise pro-rated for less than one full calendar year in the Licensee's initial Subscription Period.

Appendix B

List of Current Publishers included in OnePetro

A list of Publishers who have made their documents available as part of the OnePetro service may be found on the OnePetro Web site, and is subject to change from time to time. SPE does not require the list of title be included as part of this Subscriber License.

Appendix C

List of Licensed Material included in the OnePetro

A list of titles available as part of the OnePetro service may be found on the OnePetro Web site, and is subject to change from time to time. SPE does not require the list of titles be included as part of this Subscriber License.

Appendix D

Licensee's Authorized Access Sites

Subscriber IP addresses should be submitted on the OnePetro Order Form/Price List. SPE does not require IP addresses be included as part of this Subscriber License.