



# PASON TERMS & CONDITIONS

## For DataHub™

### PLEASE READ THE FOLLOWING CAREFULLY

### THESE TERMS OF USE CONTAIN LIMITATIONS OF LIABILITY AND INDEMNITIES

These terms of use are a legal agreement between Pason (“Pason”, “we”, “our”, “us”) and you, as the company or other entity using, viewing or otherwise accessing the DataHub. These terms together with any appendix, policies and guidelines on the Pason website, including without limit the Pason Terms & Conditions for Hardware, Software and other Services, which are incorporated into these terms (together, the “Terms”) govern your use of the Pason DataHub secure web application (“DataHub”) including Enhanced Live Rig View™ and such additional DataHub modules that may be made available by Pason from time to time. These Terms apply to your access and use of Data and the Services (as defined below).

Please read all the Terms before indicating acceptance. By making use of the Services, you accept these Terms without change. If you do not accept them, you are not authorized to use the Services. You are bound by these Terms even if you do not read all of them.

If you have previously entered into any license or Terms for the Services, you hereby agree to the amendment of those terms and agree to be bound by these current Terms as a condition of continued use of the Services. These Terms replace the previous Terms. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICES.

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#### 1. Defined Terms.

- a. “Data” means the raw and calculated drilling data, well information, tour sheet data, reports and any site content including third party data;
- b. “Services” means the DataHub services available via the Site’s secure web application for the collection, storage, and display of Data;
- c. “Pason” means Pason Systems Corp., an Alberta corporation;
- d. “Site” means the DataHub website at [hub.us.pason.com](http://hub.us.pason.com), [hub.pason.com](http://hub.pason.com), and any website owned or operated by Pason from which the Services or Data are made available.

**2. Your Registration Obligations.** In connection with your use of the Services, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information that you provide to this Site will be correct, current, and complete. If Pason believes that the information you provide is not correct, current, or complete, Pason has the right to refuse you access to this Site or any of its Services, and to terminate or suspend your access at any time. However, Pason has no obligation to verify the accuracy, currency completeness or usefulness of any information that you have provided.

#### 3. Restrictions on Use.

- a. You may use this Site for your own internal business purposes as expressly permitted by this Site. You may not use this Site for any other purpose, including any commercial purpose, without Pason’s express prior written consent.
- b. DataHub is protected under Canadian copyright, patent and trade-mark laws and other laws of Canada and other nations. Other than the Data itself, the DataHub application is the exclusive property of Pason. Except as otherwise explicitly provided in these Terms, You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, the DataHub application, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of Pason. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Pason or allow any third party to access the DataHub application. The restrictions set out herein shall not apply to the limited extent the restrictions are prohibited by applicable law.
- c. Trade-marks, service marks, and logos appearing on the DataHub application are the property of Pason or the party that provided the trade-marks, service marks, and logos to Pason. Pason and any party that provided trade-marks, service marks, and logos to Pason retain all rights with respect to such trade-marks. Nothing contained in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any such trade-marks.

#### 4. Ownership and Protection of Data.

a. For greater clarity, ownership of Data shall reside with operators (“Operators”) that pay for the collection of the Data by Pason or other third parties on Operator’s behalf and ultimately stored as part of the Services. Pason does not claim any rights in such Data. While other third parties, including contractors employed by the Operators (“Contractors”) may independently furnish Data via the DataHub application on behalf of Operators, such Operators shall still own the Data provided by such third parties. Operators may independently provide Contractors with a limited right to access and use the electronic tour sheet or other Data as determined by the Operator in the Operator’s sole discretion, but any Contractor’s right to use the Data is pursuant to Contractor’s agreement with the Operator and is subject to Contractor’s understanding of and compliance with the terms set forth by each such Operator. Each Operator hereby confirms that notwithstanding the foregoing, Contractor’s employee, payroll and Contractor documents uploaded to the Site will always be viewable by the Contractor. Additionally, the Contractor Morning Report (CMR) is the property of the Contractor. Pason shall bear no responsibility for monitoring, controlling or policing such usage rights. As a user of the Site,

you agree not to attempt to gain or allow access to any Data to which you are not entitled under these Terms or any other agreement. For greater clarity, Pason exercises no control whatsoever over the content, accuracy or quality of any Data at any time.

b. Subject to Sections 6, 10 and 12(b), Pason will use reasonable efforts to treat, and to cause all its employees and contractors to treat, Data as strictly confidential and will not use, exploit or disclose Data or any part thereof to any person or entity or for any purpose whatsoever (including in any manner that would benefit any competitor of the Operator) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by the owning Operator. Pason will use and reproduce Data only to the extent necessary to provide the Services contemplated hereunder and for the limited purpose of making product enhancements based on the general lessons learned in the course of performing the Services. Pason will disclose Data solely to its employees and contractors who have a need to have such access in order for Pason to fulfill its obligations hereunder.

c. Upon the request of an Operator, Pason shall make reasonable efforts to return and confirm in writing the return of all originals, copies and summaries of the applicable Data or, at the option of such Operator, destroy and confirm in writing the destruction of the applicable Data. Notwithstanding the foregoing, Pason shall not be required to return or destroy any electronic copy of applicable Data created pursuant to Pason's standard electronic back-up and archival procedures of general application, provided that Data is at all times protected from disclosure in accordance with these Terms.

**5. Third Party Content.** This Site may also contain information, materials, applications, modules or links ("**3<sup>rd</sup> Party Content**") that is owned or provided by persons other than Pason, including certain Service Providers ("**3<sup>rd</sup> Party Providers**"). Separate or additional terms and conditions may apply to such 3<sup>rd</sup> Party Content and 3<sup>rd</sup> Party Providers.

#### **6. Use of the Services.**

a. While we attempt to be as accurate as possible regarding the Services, and to ensure that all information contained on the Site is accurate and up-to-date, we do not represent or warrant that the information contained on the Site (including the Data) is accurate, complete, reliable, current or error-free. Pason recognizes the importance to you of continuous and uninterrupted access to the Services and Pason will use commercially reasonable efforts to minimize outages of the Services. If an outage is expected to last longer than five (5) hours, then Pason will attempt to notify you by email to describe the outage and provide an estimate of when the Services will again be available.

b. Pason will also use commercially reasonable efforts to maintain storage of your Data for up to ten (10) years. Data for the past four (4) years will be accessible through this Site. Older Data will be archived and can be retrieved by Pason upon your request to Pason by emailing [datahubissues@pason.com](mailto:datahubissues@pason.com). Pason will require advance notice to retrieve archived Data.

c. However, other than as described above, you understand and agree that the Services are provided on an "as-is, as available" basis without any further warranty, representation or covenant of any kind, including as to any result or benefit that you may obtain through your use of the Services or the Site. Pason assumes no responsibility for the timeliness, truthfulness, accuracy, reliability or completeness of any information made available to you through the Services or for the misdelivery of any information accessed or downloaded by you. You acknowledge that any reliance on the Services will be at your own risk and that you must bear all risks associated with the use of any Services, including any reliance on the accuracy, completeness, or usefulness of the Data or such Services. Pason shall be held harmless and blameless by you and free of any and all liabilities that may occur as a result of any use or application of the information provided by Pason in connection with your use of the Services.

**7. User Account Management.** If you are a company, your company account will be set up with an Administrator account to allow you to manage your user access to the Services in accordance with your company policies. Pason recommends that all user access to company information be administered through your Administrator contact within your company. However, we recognize that some companies do not wish to manage their users and will ask that Pason personnel perform this task on their behalf. In order to provide our customers with a positive user experience, Pason shall accept this request and will, if directed, manage user access when directed in writing. If you ask Pason to manage this function, you acknowledge and agree that Pason personnel are unaware of your company policies, any changes to employee status, or any changes in employee assignments within your organization. Accordingly, Pason cannot and does not guarantee or warrant the accuracy or correctness of any changes that it makes on your behalf and Pason shall be held harmless and blameless by you and free of any and all liabilities that may occur as a result of its performance of such services on your behalf.

#### **8. Conduct and the Use of Email and the Site/Feedback.**

a. Pason expects that you will access and use the Site in a professional, responsible and businesslike manner in accordance with applicable laws. Of course you are prohibited from using a false email address, from impersonating another person or entity, or otherwise misleading Pason as to your identity when you are on the Site or otherwise communicating with Pason.

b. Your feedback on Pason's products and services (including DataHub and the Services) is welcomed and encouraged. You hereby agrees, however, that: if you elect to provide suggestions, ideas, proposals, concepts or other feedback to Pason (whether written, verbal or in any other format or manner) in connection our products or services ("**Feedback**"), you acknowledges and agrees that Pason has no obligation (whether of confidentiality, compensation or otherwise) with respect to such Feedback and Pason will be free to use and exploit Feedback in any manner without restriction of any kind and will not incur any liability as a result of any similarities that may appear in future Pason operations. You acknowledge and agree that all Feedback will be the sole and exclusive property of Pason. You hereby irrevocably transfers and assigns to Pason and agrees to irrevocably transfer and assign to Pason all of your right, title, and interest in and to all Feedback, including all intellectual property rights therein. At Pason's request and expense, you will execute documents and take such further acts as Pason may reasonably request to assist Pason to acquire, perfect and maintain its intellectual property rights and other legal protections for Feedback. In addition, you irrevocably waive all of your moral rights as author in respect of such Feedback, however arising.

c. You further agree that you will use this Site for lawful purposes only and represent and warrant that you will not use the Site to:

(i) download, post, e-mail or otherwise transmit anything that is unlawful, harmful, threatening, abusive, harassing, tortious, homophobic, sexist, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, including but not limited to any communication which encourages conduct that would constitute a criminal offence, violate the laws of others or otherwise violates any applicable local, provincial, national or international law;

(ii) download, post, e-mail or otherwise transmit any information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(iii) use the Site or any Site content or Third Party Content (collectively, "**Content**") downloaded through the Site to post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(iv) upload, post, e-mail or otherwise transmit any information to the Site that contains software viruses/malware or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Site's infrastructure or limits the functionality of any Pason or third party computer hardware, software, networks, or hardware or telecommunications equipment;

(v) interfere with or disrupt the Site or servers or networks connected to the Site, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", or "mail-bombing" the Site or disobeying any requirements, procedures, policies or regulations of networks connected to the Site;

(vi) direct bots, spiders, crawlers or any other automated process at Pason's computer systems or otherwise, create unreasonable load upon any of Pason's computer hardware, network, storage, input/output or electronic control devices;

(vii) use the Site for any public or commercial purposes, without the express prior written permission of Pason;

(viii) intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or regulation applicable in connection with the Site;

(ix) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; or

(x) collect or store personal data about other users of the Site.

d. Any breach of the above representations, covenants and warranties could result in immediate termination of your use of the Site, and, if appropriate, referral to relevant law enforcement authorities.

e. Pason may collect, use, transfer, store or otherwise process information that Operators or Contractors disclose or input into Pason's systems that is of a personal nature ("**Personal Information**"). Pason may process such Personal Information, along with operational information and data Pason obtains in the course of performing Services, in the United States and various jurisdictions in which Pason operates or uses computer equipment. Personal Information will be at all times processed in accordance with the applicable laws and Our [Privacy Policy](#). In addition, Pason will require any of its contractors and subcontractors that process Personal Information on its behalf to do so in accordance with such requirements. You confirm that you will use the Personal Information you access in accordance with applicable laws and with the appropriate permission from owners of such Personal Information.

**9. Privacy Policy.** Please click here to read and review Pason's [Privacy Policy](#), which describes Pason's privacy policies and practices in detail, as such statement, may be amended from time to time by Pason. Pason advises you to check the [Privacy Policy](#) on a frequent basis for changes. You hereby consent to the use of your personal information by Pason in accordance with the terms and for the limited purposes set forth in the [Privacy Policy](#). By agreeing to these Terms, you acknowledge and agree that certain information about you is subject to Pason's [Privacy Policy](#).

#### **10. Disclaimer of Warranties/Limitation of Liability.**

a. You understand that Pason cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of Data input and output, and for maintaining a means external to this Site for the reconstruction of any lost Data. Pason does not assume any responsibility or risk for your use of the Internet.

b. You, and not Pason, assume the entire cost of all necessary servicing, repair or correction in the event of any loss or damage arising from the use of this Site, the DataHub application or the Services. Anything downloaded or otherwise obtained through your use of the Site is used by you at your own risk and you will be solely responsible for any damage to your computer systems or loss of data that results from the downloading of such material. Pason does not represent or warrant that this Site, the DataHub application, the Services, its servers or email sent from the Site are free from viruses or other harmful components.

c. Your use of this Site, the Data, the DataHub application or the Services is at your own risk. Except as described herein, Pason expressly disclaims all representations, warranties, guarantees and conditions, including any implied warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement or those arising out a course of dealing or usage of trade for the Site and the Services. Pason makes no representations, warranties or conditions regarding the completeness, accuracy, availability or appropriateness of the Site, the Data, the DataHub application or the Services or their usefulness for your purposes. For greater clarity, Pason does not represent or warrant that (i) the functions or content contained in this Site, the Data, the DataHub application or the Services will be uninterrupted, reliable, accurate, complete, suitable, valid, truthful, error-free or will meet your requirements in any way; (ii) any defects in the Site, the Data, the DataHub application or the Services will be corrected, or that this Site or the server(s) that make it available are free of viruses or other harmful components; (iii) the use of the Site, the Data, the DataHub application or the Services will be timely, secure, or error-free; (iv) the results that may be obtained from your use of the Site, the Data, the DataHub application or the Services will be accurate, beneficial or reliable; or (v) the quality of this Site, the Data, the DataHub application or the Services obtained by you will meet your expectations. The Site, the Data, the DataHub application or the Services may include technical inaccuracies or typographical errors, and Pason may make changes or improvements to the Services at any time.

d. In no event shall Pason, its directors, officers, shareholders, employees, 3rd Party Providers, agents or advisors be liable to you or any other person or entity for any direct, indirect, exemplary, incidental, consequential or punitive damages, including lost profits, loss of income, loss of anticipated sales, loss of opportunities, business interruption, failure to realize unexpected savings, damage to property, claims of third parties, loss of goodwill, use, data or other intangible losses or other economic loss arising from: (i) your use or inability to use this Site, the Data, the DataHub application or the Services; (ii) any third party claims that the use by you of any Content or any of the Services violates any third party intellectual property right or privacy right; (iii) any failure of performance of this Site, the Data, the DataHub application or the Services, whether related to error, omission, interruption, defect, delay in operation or transmission, computer viruses or line failure; or (iv) any other matters relating to this site, any Feedback, any Content, the Site, the Data, the DataHub application or the Services, based in contract, negligence, strict liability, fundamental breach, failure of essential purpose or otherwise, whether or not such Pason had any knowledge, actual or constructive, that you

might incur such damages. You acknowledge that entry, conversion and storage of Data is subject to human and machine error and that Pason shall not be liable to you or any third party for any loss, corruption or errors in Data, including detrimental reliance on manipulated, corrupted or erroneous data.

e. THE TOTAL LIABILITY OF PASON, WHETHER UNDER THE EXPRESS OR IMPLIED TERMS OF THIS AGREEMENT, IN TORT (INCLUDING NEGLIGENCE OR OTHER DUTY OF CARE) OR AT COMMON LAW, FOR ANY LOSS OR DAMAGE INCLUDING BUT NOT LIMITED TO ANY DATA LOSS OR CORRUPTION, SUFFERED BY YOU OR ANY OF YOUR USERS OR THIRD PARTIES, WHETHER DIRECT, INDIRECT OR SPECIAL, OR ANY OTHER SIMILAR DAMAGE THAT MAY ARISE OR DOES ARISE FROM THE SITE, THE DATA, THE DATAHUB APPLICATION OR THE SERVICES OR ANY BREACH OF THIS AGREEMENT BY PASON, IS LIMITED TO THE AMOUNT OF THE FEE PAID TO PASON BY YOU, IF ANY, FOR ACCESS TO DATAHUB.

f. Pason disclaims any and all such above representations, warranties and conditions to the fullest extent permissible under applicable law. Certain jurisdictions do not allow limitations on implied warranties or conditions or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

**11. Indemnity.** You agree at all times to defend, indemnify and hold harmless Pason, its employees, contractors, agents, officers, directors, successors and assigns (the "**Indemnified Parties**") from and against any claims, losses, judgments, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) incurred by any of the foregoing parties due to or resulting from your use or misuse of the Site, any Content including the Data, the DataHub application or the Services or from your violation of these Terms.

## **12. Security.**

a. Any usernames and passwords used for this Site are for individual use only. You will be responsible for the security of your username and password. If Pason cancels your username or password for any reason, you agree not to reregister with us without Pason's prior written consent. In the event that you reregister without Pason's prior written consent, Pason will have the right in its sole discretion, without notice to you, to cancel your username and password.

b. Pason reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Pason to disclose the identity of anyone posting any messages, or publishing or otherwise making available any materials that are believed to violate these Terms. For greater clarity, Pason will be entitled to disclose Data if such disclosure is required by a court, administrative body, or regulatory body (including a stock exchange) of competent jurisdiction, provided that Pason will use commercially reasonable efforts to (a) give prompt written notice of any such requirement for disclosure to the applicable Operator so that such Operator may seek a protective order or other appropriate remedy; (b) take such steps as are reasonably necessary and available to maintain the confidentiality of Data by such court, administrative or regulatory body; and (c) in any event, make such disclosure only to the extent so required. By using the Site you hereby waive, and hold Pason harmless from, any claims resulting from any action taken by Pason during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either Pason or law enforcement authorities.

c. Other security terms are governed by the Pason website Terms & Conditions of Use.

**13. Violations.** Please report any violations of these Terms to Pason at [datahubissues@pason.com](mailto:datahubissues@pason.com).

**14. Termination.** You acknowledge and agree that these Terms shall remain in effect for so long as you use the Site, the Data, the DataHub application or the Services. Pason reserves the right to terminate your use of the Site at any time, for any reason, with or without cause, if Pason believes that you are violating these Terms in any way. Pason may also terminate your password on the Site at any time, with or without cause or notice, for any reason. If you wish to terminate your account, you may choose to cease your use of the Site or to send Pason notification by e-mail [datahubissues@pason.com](mailto:datahubissues@pason.com) and the Data will be made available to you (if you are an Operator) as described above. Pason shall not be responsible for maintaining or returning Feedback or your password. You should always maintain a copy of your Feedback. You acknowledge that any termination of this agreement will not discharge you of any of your obligations to pay for any outstanding charges or penalties owed to Pason at the time of termination. Sections 2-12, 14-16 shall survive any termination of these Terms for any reason.

## **15. Miscellaneous.**

a. **Entire Agreement.** These Terms together with the Pason Terms & Conditions for Hardware, Software and other Services, and any appendix, policies and guidelines on the Pason website, including without limit and any other legal notices, policies and guidelines of Pason linked to these Terms constitute the entire agreement between you and Pason relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter and the Terms may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

b. **Independent Contractor Relationship.** Pason is not your agent, fiduciary, trustee, or other representative; Pason is an independent contractor of you or the Operator, as the case may be, at all times.

c. **Third Party Rights.** Nothing expressed or mentioned in or implied from these Terms is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms. These Terms and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Pason and you.

d. **Force Majeure.** Pason shall not be liable for any causes beyond its control, including delay or outages affecting the Services because of weather, fire, flood, acts of God, labour disputes, civil unrest and government regulation.

e. **Assignment.** You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without the prior written consent of Pason. Pason may assign this agreement in the course of a corporate reorganization, merger or acquisition on notice to you.

f. **Severability.** If for any reason a court of competent jurisdiction finds any provision of these Terms to be invalid, illegal or unenforceable in any respect or in any circumstance, in whole or in part, the validity, legality or enforceability of such provision in any other respect or circumstance will not in any way be affected or impaired thereby and the parties hereto will endeavour to replace the invalid, illegal or unenforceable provision with a similar provision and the validity, legality and enforceability of the remaining provisions of these Terms will not in any way be affected or impaired thereby.

g. **Waiver.** Pason will not be considered to have waived any of its rights or remedies described in these Terms unless the waiver is in writing and signed by Pason. No delay or omission by Pason in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Pason's failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of Pason's right to subsequently enforce such provision or any other provisions of these Terms.

h. **Choice of Laws.** These Terms and any action related thereto shall be governed by and construed in accordance with the laws of the province Alberta, without regard to any conflict of law rules that would impose the laws of another jurisdiction and without regard to the UN Convention on Contracts for the International Sale of Goods. Your use of the Site is void where prohibited by laws in jurisdictions to which you are otherwise subject, and you agree not to visit or use the Site or the Content in any such circumstances.

i. **Dispute Resolution.** Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be determined by confidential and binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution (a division of the American Arbitration Association). The place of arbitration shall be Calgary, Alberta, Canada. The language of the arbitration shall be English. Any judgment from arbitration conducted in accordance with the foregoing will be final, not subject to appeal and may be entered as a judgment by a court of competent jurisdiction for purposes of enforcement.

j. **Language.** It is the express will of the parties that this agreement and all related documents be drawn up in English.

Last updated: September 15, 2013.