

# INDIANA GEOLOGICAL SURVEY PETROLEUM DATABASE MANAGEMENT SYSTEM

## TERMS OF SERVICE AGREEMENT

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This Agreement is by and between:

The Indiana Geological 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 Survey  
611 North Walnut Grove Ave.  
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 Survey ("IGS") maintains the **Petroleum Database Management System (PDMS)** at:

<http://igs.indiana.edu/PDMS/>

#### A. Basic Level (free)

IGS 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. IGS strives to make these records conveniently accessible.

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

For access to value-added IGS 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, IGS 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 IGS, 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 IGS Publications Sales Office to provide name, business affiliation and address, and either credit card number or invoice information:

Publication Sales Office  
Indiana Geological Survey  
611 North Walnut Grove Avenue  
Bloomington, IN 47405-2208  
(812) 855-7636 office phone  
(812) 855-2862 office fax

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

A. DATA DISTRIBUTION: Company agrees that records obtained from the IGS 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, IGS, 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.

C. COPYRIGHT 2013, THE TRUSTEES OF INDIANA UNIVERSITY, INDIANA GEOLOGICAL SURVEY, ALL RIGHTS RESERVED. The information on these media is proprietary to Indiana University, Indiana Geological Survey. Any copying, adaptation, distribution, public performance, or public display of this information without the express written consent of Indiana University, Indiana Geological Survey is prohibited. Consent by Indiana University, Indiana Geological Survey will not be unreasonably withheld.

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 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 IGS 60 days' written notice.
- B. Company shall remain obligated to pay for any special service work incurred through the date of termination.
- C. IGS 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. IGS 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 IGS and its professionals in the geology industry.