

FlexApp and Technology Services Terms and Conditions

The FlexApp and Technology Services (“**Product(s) and Services**”) provided by Helmerich & Payne Technologies, LLC or its affiliates (“**Company**”) as specified in the price proposal (“**Proposal**”) between Company and the customer named in the Proposal (“**Customer**”) are subject to the terms and conditions expressed herein (collectively with the Proposal, this “**Agreement**”). In the event Customer and Company have entered into a separate written agreement executed by an authorized representative of each party for any of the subject matter covered by this Agreement, to the extent of a conflict between such separate agreement and this Agreement, such separate agreement shall control. In the absence of such separate written agreement, this Agreement sets forth the final and complete agreement between the parties with respect to the Product(s) and Services, supersedes any prior or contemporaneous negotiations, commitments, and written or verbal discussions, and, except as otherwise set forth in this Agreement, is not intended to confer any rights, remedies or claims to any third-party. By accepting Company’s Proposal or any of the Product(s) or Services, Customer agrees to be bound by the following:

Customer acknowledges that to the extent any Product(s) and Services consist of software or software as a service (“**Software**”), such Software is licensed and not sold. The Software is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Company or its subsidiaries, affiliates, or suppliers own all intellectual property rights in the Software. Customer’s access to and use of the Software confer no ownership rights to Customer for any software, hardware, or intellectual property rights therein or in any other items used to provide the Software, and provision of such services shall not be deemed a sale of any goods or rights in or to the Software. Company or its affiliate will own and retain ownership of all right, title, and interest in and to the Software, and all software, hardware, and other items used to provide the Software, including all modifications, improvements, upgrades and derivative works related to any of the foregoing and all intellectual property rights therein and thereto. Customer hereby irrevocably assigns and agrees to assign to Company and/or its affiliates all right, title, and interest that Customer may have or acquire in and to any of the foregoing. To the extent that Customer has access to or use of the Software, subject to Customer’s payment of the applicable fees, if any, and compliance with all other terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, and non-transferable license for a period of one (1) year or as otherwise stated in the Proposal (the “**Term**”) as a single user on a single computer to access and use the Software. Unless otherwise stated in the Proposal, the license will automatically renew for additional one (1) year periods (each, a “**Renewal Term**”) unless either party gives the other party written notice of nonrenewal at least thirty (30) days prior to the end of the Term or Renewal Term, as applicable. Company reserves the right to increase or decrease the fees due for a Renewal Term by providing notice to Customer at least thirty (30) days prior to the end of the then-current Term or Renewal Term. Customer’s rights under this Agreement are automatically terminated when the Term expires (if not renewed). Paid licenses include all product upgrades for the licensed modules of the Software for the entire validity of the applicable license agreement period. Free licenses include all product upgrades that rectify software malfunction or deficiencies. However, free licenses may not provide access to certain product upgrades that introduce enhanced functionality. For the avoidance of doubt, if Customer does not agree to all terms of this Agreement, Customer shall not install, use, access or copy the Software Product. EXCEPT FOR THE EXPRESS RIGHTS GRANTED IN THIS AGREEMENT, COMPANY AND ITS AFFILIATES RETAIN, AND EXPRESSLY DISCLAIM ANY GRANT OF ANY OTHER RIGHTS OR LICENSES, WHETHER EXPRESSED OR IMPLIED, TO ANY PART OF THE PRODUCT(S) AND SERVICES OR TO ANY INTELLECTUAL PROPERTY THEREIN OR THERETO.

If the Product(s) and Services described in the Proposal includes technical, consultancy, or advisory services to be provided by Company (“**Technical Services**”), such Technical Services shall be considered as Product(s) and Services for all purposes of this Agreement. Company shall provide such Technical Services as requested by Customer consistent with the Proposal. At any time and from time to time during the term of this Agreement, if Customer desires technical, consultancy, or advisory services to be performed by Company that are outside of the scope of the Proposal, a representative of Customer shall submit a written statement of work (a “**SOW**”) detailing the proposed new or modified scope of services to be provided by Company. Each SOW shall detail the Technical Services to be performed by Company, the deliverables to be made to Customer under such SOW, the time in which the Technical Services are to be completed, the amount of compensation to be paid to Company, and any other obligations of either party incident to such SOW; provided that, the terms of an SOW shall not modify or replace any other terms of this Agreement unless the parties have expressly identified (i) such terms of the SOW as an amendment to the terms of this Agreement (without the SOW) and (ii) the specific provision(s) to be modified. If an SOW is accepted by Company, such SOW shall be incorporated into and become a part of this Agreement, and Company shall thereafter commence the performance of the Technical Services in accordance with the terms of the SOW and this Agreement.

Customer will own all right, title and interest in and to all data that is provided by Customer to Company, including through the use of Company’s Bit Guidance System (“**BGS**”), as well as all output data produced by or available through the Product(s) and Services (the “**Data**”), all of which will be deemed to be Customer’s confidential information. Company hereby irrevocably assigns and agrees to assign to Customer all right, title, and interest that it may have or acquire in and to any of the foregoing. Notwithstanding the foregoing, Customer hereby grants and agrees to grant to Company and its affiliates, a perpetual, irrevocable, non-exclusive, royalty free, paid up, worldwide right and license to use such Data for the purposes of (i) providing the Product(s) and Services to Customer, (ii) monitoring, maintaining, refining, improving, and developing the Product(s) and Services or any component thereof or any other Company product or service, and (iii) for any other lawful purpose, provided that Company or its affiliate takes reasonable steps to ensure that Customer is not identified and cannot be reasonably inferred from such Data. In addition, to the extent that Customer is using the FlexDrill Services, which include Drilling Advisory System (“**DAS**”) technology jointly developed by Pason and Exxon Mobil Upstream Research Company, then the license granted by Customer pursuant to this paragraph shall also be extended to Pason.

Customer shall not, and shall not permit any third party to: (i) copy, reproduce, modify, translate, prepare derivative works of, de-compile, reverse engineer, disassemble or otherwise attempt to derive source code from the Product(s) and Services, (ii) use, evaluate or view the Product(s) and Services for the purpose of designing, modifying or otherwise creating any environment, program, infrastructure or any portion thereof, which performs functions similar to the Product(s) and Services; (iii) use the Product(s) and Services to violate any applicable law, rule, regulation or order of any federal, national, state, provincial or local governmental authority (“**Law**”); or (iv) use the Product(s) and Services in a service bureau or any other manner to provide services for a third party. Customer will not, and will not permit any third party to remove, obscure, or alter any copyright notices, trademarks, logos and trade names, or other proprietary rights notices affixed to, or contained on or in any component of the Product(s) and Services.

CUSTOMER ACKNOWLEDGES THAT THE PRODUCT(S) AND SERVICES ARE DEPENDENT UPON INFORMATION FURNISHED BY CUSTOMER OR THIRD PARTIES. COMPANY ASSUMES NO LIABILITY FOR THE ACCURACY OF SURFACE OR SUBSURFACE WELL LOCATIONS, SURVEYS, PLANNING INFORMATION OR OTHER DATA FURNISHED TO COMPANY BY CUSTOMER OR ANY OTHER PARTY. IN ADDITION, COMPANY ASSUMES NO LIABILITY FOR THE MANNER IN WHICH CUSTOMER OR ANY THIRD PARTY APPLIES PROCESSES SUPPLIED BY COMPANY.

THE PRODUCT(S) AND SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS THAT MAY NOT BE ACCURATE. CUSTOMER AGREES THAT ALL DECISIONS MADE, OR ACTIONS TAKEN BASED UPON SUCH PRODUCT(S) AND SERVICES, ADVICE, RECOMMENDATIONS OR OUTPUT WILL BE THE SOLE RESPONSIBILITY OF, AND WILL BE MADE EXCLUSIVELY BY, CUSTOMER. CUSTOMER AGREES THAT COMPANY WILL NOT BE RESPONSIBLE FOR OR HAVE ANY LIABILITY RELATED TO THE OUTCOME OF

SUCH DECISIONS AND ACTIONS OR FOR ANY INACCURATE OR NON-TIMELY ADVICE OR RECOMMENDATIONS OR OTHER OUTPUT FROM THE PRODUCT(S) AND SERVICES OR CUSTOMER'S USE THEREOF.

CUSTOMER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ("COMPANY GROUP") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, FINES, PENALTIES, EXPENSES (INCLUDING ATTORNEY FEES), JUDGMENTS AND AWARDS OF EVERY KIND AND CHARACTER ("CLAIMS"), WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, DEFECT OR RUIN OF PREMISES OR EQUIPMENT, STRICT LIABILITY, REGULATORY OR STATUTORY LIABILITY, PRODUCTS LIABILITY, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), BREACH OF DUTY (WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE), ANY THEORY OF TORT, BREACH OF CONTRACT, FAULT OR THE NEGLIGENCE OF ANY DEGREE OR CHARACTER (REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, ACTIVE, PASSIVE OR GROSS) OF COMPANY GROUP OR ITS CONTRACTORS AND SUBCONTRACTORS OF ANY TIER, INCLUDING, WITHOUT LIMITING THE FOREGOING, THOSE ARISING OUT OF OR RESULTING FROM ANY BLOWOUT, FIRE, EXPLOSION, CRATERING, SUBSURFACE TRESPASS, WELL-TO-WELL COLLISION OR RESERVOIR OR OTHER UNDERGROUND DAMAGE, AND INCLUDING, WITHOUT LIMITING THE FOREGOING, CLAIMS FOR BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE.

Customer represents and warrants that the disclosure of information and Data to Company in connection with the Proposal does not and will not violate any other contract or obligation to which Customer or any of its affiliates is a party or is subject or any applicable Law. CUSTOMER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR RESULTING FROM CUSTOMER'S DISCLOSURE OF SUCH INFORMATION OR DATA TO COMPANY IN VIOLATION OF ANY SUCH OBLIGATION OR LAW OR COMPANY'S USE OF SUCH INFORMATION AND DATA IN ACCORDANCE WITH THIS AGREEMENT.

ANY PRODUCT(S) OR SERVICES PROVIDED BY COMPANY ARE PROVIDED ON AN "AS IS" BASIS. COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY SUCH PROVIDED PRODUCT(S) AND SERVICES ARE ACCURATE, COMPLETE OR RELIABLE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT IT SHALL NOT RELY ON THE ACCURACY OR COMPLETENESS OF ANY PRODUCT(S) OR SERVICES PROVIDED BY COMPANY. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITING THE FOREGOING, LOSS OF USE, LOSS OF PROFITS OR REVENUES, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE PRODUCT(S) AND SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THESE DISCLAIMERS SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

FURTHER, COMPANY MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR OPERATE UNDER CUSTOMER'S SPECIFIC CONDITIONS OF USE. COMPANY MAKES NO WARRANTY THAT OPERATION OF THE SOFTWARE WILL BE SECURE, ERROR FREE, OR FREE FROM INTERRUPTION. CUSTOMER MUST DETERMINE WHETHER THE SOFTWARE SUFFICIENTLY MEETS CUSTOMER'S REQUIREMENTS FOR SECURITY AND RELIABILITY. CUSTOMER BEARS SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE TO MEET CUSTOMER'S REQUIREMENTS. COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF OR DAMAGE TO ANY DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

Payment for the Product(s) and Services shall be made in accordance with the terms of the Proposal, and Customer shall not setoff, deduct, recoup, or withhold payment of any amounts due and payable under this Agreement by reason of any claim or dispute with Company. Customer's sole remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the nonconforming Product(s) or Services. Selection of whether to correct or replace shall be solely at the discretion of Company. As to Software, Company reserves the right to substitute a functionally equivalent copy of the Software as a replacement. If Company is unable to provide a replacement or substitute Software or corrections to the Software, Customer's sole alternate remedy shall be a refund of the purchase price for the Software, exclusive of any costs for shipping and handling.

Any claim for breach of this Agreement or any warranty hereunder must be made within thirty (30) days of the alleged failure of the Product(s) or Services. All warranties, if any, cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, exposure to corrosive, destructive or abrasive elements, improper installation, or damage caused by Customer's negligence or willful misconduct. All limited warranties on the Product(s) and Services, if any, are granted only to Customer and are non-transferable.

Customer acknowledges that Company's affiliates, including but not limited to Helmerich & Payne International Drilling Co. (each, an "H&P Affiliate"), enter into contracts with companies similar to Customer and may already have contracted with Customer for a drilling rig(s) or drilling services. Notwithstanding anything else contained herein, each party agrees that nothing in this Agreement shall circumvent or change any of the rights or obligations as between Customer and any H&P Affiliate under such separate contract, including the indemnity provisions thereof, and that such H&P Affiliate is not a party to this Agreement.

Company may monitor license activity to protect its Software from unauthorized use. Each time the application is run, the Software may connect to Company servers to check the validity of the license, and this activity is automatically stored in the server logs. This step helps Company to identify any unauthorized Software use. Company will treat all information gathered as the result of the licensing process as confidential information which will not be shared, distributed or sold in any way.

Customer acknowledges that Company may directly or indirectly furnish to Customer certain information regarding Company, its customers, suppliers, or their respective affiliates in order for Company to provide the Product(s) or Services, which information Company considers to be confidential and/or proprietary, and that Customer may develop or discover information arising from or relating to the supplied information. Any such information furnished by Company and/or developed or discovered by Customer based upon the supplied information shall be collectively, "Company Confidential Information." Customer will keep Company Confidential Information confidential and will not disclose any part thereof except as may be compelled by subpoena or similar summons from a court or other governing tribunal, and then only after giving Company reasonable written notice, to the extent allowed by Law, and opportunity to object to the same. Customer may disclose only that portion of the Company Confidential Information required by the subpoena or similar summons.

Each party agrees to comply with all Laws which are now or may become applicable to such party's use of the Product(s) and Services or such party's other rights or obligations covered by or arising out of the performance of this Agreement including, without limitation, the following:

- Federal supplier requirements of the Equal Opportunity Clause prescribed in 41 CFR 60-1.4, the Affirmative Action Clause prescribed in 41 CFR 60-250.4, and the Affirmative Action Clause prescribed in 41 CFR 60-741.1.
- Anti-corruption laws including, without limitation, the U.S. Foreign Corrupt Practices Act (“FCPA”), the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (“OECD Convention”), the U.K. Bribery Act, the United Nations Convention Against Corruption and the anti-bribery laws of any government authority.
- U.S. Export Controls Laws including, without limitation, the Export Administration Regulations (“EAR”).
- U.S. Anti-Boycott Regulations and Sanctions, including sanctions issued by the United States Department of Treasury Office of Foreign Assets Controls (“OFAC”), the Bank of England, the European Union, or any other applicable sanctions program (collectively, “Sanctions”) that would prevent either party from transacting business with the other party.

Further, each party represents that it is not subject to Sanctions. In the event Customer is sanctioned or engages in activity that could reasonably subject itself or Company to Sanctions, Company reserves the right to immediately terminate this Agreement and all Proposals executed pursuant hereto without any penalty whatsoever.

Company may terminate this Agreement and all Proposals executed pursuant hereto for cause and without penalty (i) upon delivery of written notice to Customer if Customer defaults in the performance of its material obligations in this Agreement; or (ii) upon written notice to Customer if Customer’s breach of this Agreement is reasonably determined by Company to be a violation of applicable Law or to present a risk of non-compliance by Company with applicable legal or contractual obligations.

Without first obtaining the express written consent of Company, Customer may not assign its rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer its rights to the Product(s) and Services.

The Laws of the state of Oklahoma shall govern the construction and interpretation of this Agreement and the rights of the parties hereunder without the application of any conflict of laws provision that would require application of the Laws of another jurisdiction. The exclusive venue for any action brought with regard to this Agreement shall be the state and federal courts situated in Tulsa County, Oklahoma. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Company reserves the right to revise and update this Agreement from time to time in its sole discretion with reasonable notice to Customer. All such changes are effective immediately when posted on this website. Customer’s continued use of the Product(s) or Services following the posting of such changes means Customer has reviewed, accepts, and agrees to such changes. Customer is expected to check this website from time to time so that Customer is aware of any changes, as they are binding.