iEnergy® Website Terms and Conditions of Use (the “Agreement”)

This is a personal License from Halliburton Energy Services Inc. and its affiliates (“Halliburton”) to the named User (“You”) for the use of the “iEnergy Website”.

By clicking on the “I Agree” button at the end of this document, you agree to the following terms and conditions governing the use of the iEnergy Website.

Halliburton reserves the right to update or modify these iEnergy Website Terms and Conditions of Use at any time without prior notice to you. Your use of the iEnergy Website following any such change constitutes your unconditional agreement to follow and be bound by these iEnergy Website Terms and Conditions of Use. For this reason, we encourage you to review these iEnergy Website Terms and Conditions of Use whenever you use the iEnergy website.

Halliburton makes no representations or warranties about the information provided on the iEnergy Website or via hypertext links or any other item used directly or indirectly from the iEnergy website and reserves the right to make changes and corrections at any time, without notice.

THE IENERGY WEBSITE AND ASSOCIATED MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, HALLIBURTON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. HALLIBURTON MAKES NO REPRESENTATIONS OR WARRANTY THAT THE IENERGY WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT YOUR USE OF THE IENERGY WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OMISSION FREE OR ERROR FREE; NOR DOES HALLIBURTON MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE IENERGY WEBSITE. HALLIBURTON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE IENERGY WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE IENERGY WEBSITE.

IN NO EVENT SHALL HALLIBURTON OR ANY OF THEIR AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE, MISUSE OF OR INABILITY TO USE THE IENERGY WEBSITE, EVEN IF HALLIBURTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE IENERGY WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR BUSINESS INTERRUPTION THAT RESULTS FROM THE DOWNLOAD OF CONTENT. HALLIBURTON SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED IN OR APPEARING ON THE IENERGY WEBSITE. YOUR PARTICIPATION IN THE IENERGY WEBSITE IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HALLIBURTON, ITS EMPLOYEES, OR THIRD PARTIES SHALL CREATE ANY WARRANTY
NOT EXPRESSLY MADE HEREIN. YOU ACKNOWLEDGE, BY YOUR USE OF THE IENERGY WEBSITE, THAT YOUR USE OF THE IENERGY WEBSITE IS AT YOUR SOLE RISK.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUIitable THEory, WHETHER IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL HALLIBURTON OR ANY OF THEIR AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE IENERGY WEBSITE OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE IENERGY WEBSITE OR FOR ANY INFORMATION OBTAINED THROUGH THE IENERGY WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF HALLIBURTON HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN AGREEMENT OR TORT, UNDER NO CIRCUMSTANCES SHALL HALLIBURTON’S LIABILITY EXCEED TEN (10) US DOLLARS.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HALLIBURTON, ITS AGENTS, VENDORS OR SUPPLIERS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO YOUR USE OR MISUSE OF THE IENERGY WEBSITE, INCLUDING, WITHOUT LIMITATION, YOUR VIOLATION OF THESE TERMS AND CONDITIONS, THE INFRINGEMENT BY YOU, OR ANY OTHER SUBSCRIBER OR USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY PERSON OR ENTITY.

USER AGREES AND ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY AND INDEMNITIES ARE AN ESSENTIAL BASIS OF THE BARGAIN AND THAT HALLIBURTON WOULD NOT PROVIDE THE IENERGY WEBSITE ABSENT SUCH LIMITATION.

Service Terms and Limitations

Description The iEnergy Website is proprietary to Halliburton and is protected by intellectual property laws and international intellectual property treaties. Your access to the iEnergy Website is licensed not sold. Halliburton agrees to provide you with a personal, non-transferable and non-exclusive account enabling you to access and use the iEnergy Website.

Accessibility You agree that from time to time the iEnergy Website may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which the iEnergy Website may undertake from time to time; or (iii) causes beyond the control of Halliburton or which are not reasonably foreseeable by Halliburton.

Equipment You shall be solely responsible for providing, maintaining and ensuring compatibility with the iEnergy Website, all hardware, software, electrical and other physical requirements for Your use of the iEnergy Website, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the iEnergy Website.
**Security** You shall solely be responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your password and all liability associated with the use of the iEnergy Website with your password.

**Data Protection (Privacy) Notice**
The use of your personal information given to Halliburton during Your visit to the iEnergy Website is governed by the Halliburton Privacy Statement, which is posted on Halliburton.com and incorporated into these Terms.

**Intellectual property**
The iEnergy Website, logo, images, text, trademarks and all other content belonging to Halliburton is the intellectual property of Halliburton and is protected by copyright and/or other intellectual property laws. This includes material contributed by you in any form, including suggestions for new developments generated through use of this community collaboration iEnergy website. Halliburton does not want to receive confidential or proprietary information from you through the iEnergy Website. Any material, information, or other communication you transmit or post (“Contributions”) to the iEnergy Website will be considered non-confidential. All Contributions to the iEnergy Site are licensed by you to anyone who wishes to use them, including Halliburton.

If you work for a company or at a university, it’s likely that you’re not the copyright holder of anything you make, even in your free time. Before making Contributions to this iEnergy site, get written permission from your employer or the university.

**Third party links**
The iEnergy Website links to information hosted on other Internet websites, which are maintained by third parties. These links are provided for Your convenience and reference only. Halliburton do not control such sites and, therefore, Halliburton is not responsible for any content posted on these sites. The fact that Halliburton offers such links should not be construed in any way as an endorsement, authorization, or sponsorship of that site, its content or the companies or products referenced therein, and Halliburton reserves the right to note its lack of affiliation, sponsorship, or endorsement on the iEnergy Website. If You decide to access any of the third party sites linked to by the iEnergy Website, You do this entirely at Your own risk. Because some sites employ automated search results or otherwise link You to sites containing information that may be deemed inappropriate or offensive, Halliburton cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third party sites, and You hereby irrevocably waive any claim against Halliburton with respect to such sites. Halliburton is not responsible for any content that is being provided by others and You are responsible for reading and complying with these third parties’ own Terms and Conditions or Privacy Policies.
Permitted and Prohibited Uses

You may not use the iEnergy website to violate any applicable local, state, national or international law, including without limitation, any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws or regulations.

You are solely responsible for any and all acts and omissions that occur under Your account or password and You agree not to engage in unacceptable use of the iEnergy Website, which includes, without limitation, use of the iEnergy Website to:

(a) Disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial emails;
(b) Disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
(c) Disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;
(d) Create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication;
(e) Interfere, disrupt or attempt to gain unauthorized access to other accounts on the iEnergy Website or any other computer network;
(f) Disseminate, store or transmit viruses or any other malicious code or program or robot/spider (“crawling” of the iEnergy Website to collect information from iEnergy is strictly prohibited);
(g) Engage in any other activity deemed by Halliburton to be in conflict with the spirit or intent of this Agreement.

Rights You grant Halliburton

The iEnergy Website is intended to host community collaboration through discussion forums and collaborative projects. You acknowledge that anything You post on the iEnergy website is not confidential and becomes the intellectual property of Halliburton for Halliburton’s use without restriction and without payment to You. Forums are moderated and final editorial responsibility sits with Halliburton, including the sole right to remove posts as required.

Use of Personally Identifiable Information

You agree to provide true, accurate, current, and complete information when registering with the iEnergy Website. It is Your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provides any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate Your account without notice and to refuse any and all current and future use of the iEnergy Website.

Although sections of the iEnergy Website may be viewed simply by visiting the iEnergy Website, in order to access some content and/or additional features offered at the iEnergy Website, You may need to sign on as a guest or register as a member. If You create an account on the iEnergy Website, You may be asked to supply Your name, address, a User ID and password. You are responsible for maintaining the
confidentiality of the password and account and are fully responsible for all activities that occur in connection with Your password or account. You agree to immediately notify us of any unauthorized use of either Your password or account or any other breach of security. You further agree that You will not permit others, including those whose accounts have been terminated, to access the iEnergy Website using Your account or User ID. You grant Halliburton and all other persons or entities involved in the operation of the iEnergy Website the right to transmit, monitor, retrieve, store, and use Your information in connection with the operation of the iEnergy Website and in the provision of the iEnergy Website to You. Halliburton cannot and does not assume any responsibility or liability for any information You submit, or Your or third parties’ use or misuse of information transmitted or received using iEnergy Website.

**Termination**

This Agreement is effective upon Your acceptance as set forth herein and shall continue in full force until terminated. You may terminate this Agreement for any reason by giving written notice to Halliburton at any time. Upon receipt of said notice by Halliburton, You shall forgo all rights of access to the iEnergy Website. Halliburton reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the iEnergy Website; (b) suspend Your access to or use of all or any portion of the iEnergy Website; and (c) terminate this Agreement.