**DEEPSTAR® MEMBERSHIP AGREEMENT**

This Membership Agreement ("Membership Agreement"), effective May 01 2019, is between «LEGAL\_COMPANY\_NAME», a «PLACE\_OF\_INCORPORTATION» corporation, having a place of business at «ADD1», «ADD2», «CITY», «STATE» «ZIP», «COUNTRY», and the Offshore Operators Committee (OOC), a non-profit organization, having a place of business at 1201 Lake Robbins Drive The Woodlands Texas 77380. COMPANY\_NAME desires to execute a DeepStar® Membership Agreement and elects to participate as a Member or Associate Member in the DeepStar Program and development activities with DeepStar and other Parties, hereinafter referred to as the “DeepStar Program”, and shall have all the rights, privileges and liabilities afforded this type of participation as defined herein. Accordingly, the Parties agree to the following:

**Recitals**

The DeepStar Program is a cooperative technology development enterprise focused on advancing technologies to meet its members’ global offshore business needs.

The primary goals of the DeepStar Program are to:

* Improve the profitability, execution, operability, flexibility, and reliability of existing offshore production system technology (i.e., enhance existing technology);
* Enable and assure cost-effective Continued Service of producing assets
* Ensure correct technology availability at a correct business INTERCEPT time
* Develop new technology to enable production in areas that are currently technically unproven with the specific ultimate goal of developing the technology required for economic production in offshore focused on deepwater (i.e., develop enabling technology);
* Work to ensure the acceptance of offshore technology by

(a) Facilitating the development of industry standards & practices as appropriate, and

 (b) Fostering communications with appropriate stakeholders; and

* Act in a facilitator role, providing a forum and a process for discussion, guidance, and feedback with contractors, vendors, operators, regulators, and academia regarding offshore production system technology capability gaps, and promoting standardization of component interfaces.

The DeepStar Program shall identify and develop economically viable, low-risk methods to produce hydrocarbons from offshore areas. Offshore areas of the world contain significant reserves and remain one of the best exploration and development opportunities for oil companies. However, producing hydrocarbons offshore can present commercial and technical challenges.

Under the DeepStar Program, the Parties shall cooperate in the development of common good technology for use within offshore focused on deepwater. In doing so, each party minimizes the cost and risk of developing the technology while at the same time making the most of its particular technology achievements.

Participation in the DeepStar Program is open to any interested oil companies, government agencies, oil field service, engineering, and manufacturing companies that execute a DeepStar Membership Agreement. There are two different levels of membership for the DeepStar Program, which are Member or Associate Member, which are defined below. In addition to this Membership Agreement, the roles and responsibilities of the Parties are further outlined in the DeepStar Business and Operating Plan.

This Membership Agreement provides for a one-year term of the DeepStar Program with four (4) one-year extension options.

**Section 1 - Definitions**

**“Affiliate”** shall mean with respect to a Member, any entity that controls, is controlled by, or is under common control with such Member, and any joint venture, partnership or joint operations which a Member or an Affiliate controls or operates, or in which a Member or an Affiliate has a production sharing arrangement or other financial or legal interest. An entity is deemed to “control” another if it owns directly or indirectly at least 50% of the shares or interests entitled to vote. Affiliates of Associate Members are not included in this definition.

**“Associate Member”** shall mean any person, firm or corporation who, although not an owner of offshore leases, is engaged in offshore activity as a drilling contractor, service company, supplier, or another capacity that desires to participate as identified within Section 5 of this Membership Agreement and which accepts the Associate Member obligations set forth herein. Affiliates of Associate Member are not entitled to receive Deliverables as defined below or benefits of the Membership Agreement.

**“Associate Member Committee”** shall mean the committee composed of one representative for every Associate Member within DeepStar Program.

**“CORE Member(s)”** shall mean each individual Member restricted to only Operator companies that is an annual member of the DeepStar Program.

**“CORE Project(s)”** shall mean each individual project that is approved by the CORE Management Committee, co-developed by all CORE Member, and funded entirely with resources from the annual Membership Fee.

 **“Confidential Information”** shall mean the DeepStar Program Deliverables, including Donated Information as described herein and may include information that is designated as Confidential Information in any DeepStar meetings or forums.

**“CTR(s)**” shall mean Cost/Time/Resource document(s). These documents are used to communicate the work scope, cost, and schedule for specific tasks or projects.

**“DeepStar”** shall mean the collaborative effort defined by this document and is a the contractual framework that facilitates collaborative research and development as defined by the clauses in this agreement

“**DeepStar Director**” shall mean the person designated by the Management Committee to lead the DeepStar Program.

**"DeepStar CORE Deliverables"** shall mean the deliverables for the DeepStar Program including but not limited to meeting minutes, technology forums, workshop courses, and work products.

**"DeepStar Membership Agreement"** shall mean an agreement between OOC and a Party having identical provisions in respect to Intellectual Property Ownership and Exploitation, Confidential Information, and Warranty and Liability provisions and substantially the same terms and conditions for all other provisions within this Membership Agreement.

**"DeepStar Satellite Deliverables"** shall mean the Deliverables for any individual Satellite Project which belong only to the Satellite Members of said project.

**“Deliverables”** shall mean work products produced pursuant to each and every individual project executed under the DeepStar CORE Program, or Satellite Projects and may further include Donated Information.

“**Disclosing Party”** or **“Disclosing Parties**” shall mean the Party disclosing the Confidential Information.

**“Donated Information”** shall mean any proprietary knowledge, data or information contributed to the DeepStar Program or Satellite Project by a Party.

**“Donating Party”** shall mean a Party contributing Donated Information to the DeepStar Program.

**"Management Committee"** shall mean the committee composed of one representative, referred to as a Senior Advisor, from each Member in the CORE with one (1) equal vote for each Member.

**“Majority”** shall mean greater than half of the Members, with voting rights

**“Membership Fee”** shall mean the fee a Member or Associate Member shall pay for participation in DeepStar Program.

**“Operator”** shall mean a person, firm, or corporation that owns offshore leases.

**“Member”** shall mean an Operator which has been identified as Member in the second paragraph of this Membership Agreement, and which accepts the Member obligations set forth herein, particularly the Member obligations of Section 4.

**“Party”** or **“Parties”** shall mean OOC or a company or all companies or legal entities which have executed a DeepStar Membership Agreement with OOC, depending upon the context in which it is used.

**“Project Champion”** shall mean a subject matter expert of a Member company that has been appointed the main point of contact for a specific project and who role is to assist and support the development of quality and operator aligned CTRs and timely development of scope of work and review of project Deliverables.

“**Receiving Party”** or **“Receiving** **Parties**” shall mean the Party or Parties receiving the Confidential Information.

**“Satellite Member(s)”** shall mean a Member, Associate Member or other Party that collectively agree on a developed CTR and fund the scope of work and Deliverables as outlined within the CTR.

**“Satellite Project(s)”** shall mean a separate project or a collection thereof that originates from a DeepStar Member or spins out of the DeepStar Program from a single / group CORE Member(s) that wishes to execute and fund another project under the contractual framework of the DeepStar Program. For each Satellite, the project and membership structure can be defined by the Satellite Members.

**“Technical Committee(s)”** shall mean the committee comprised of representatives from participating operators and equipment/service vendors within technical focus areas. The Technical Committees’ role is to identify technology needs and then generate the CTRs for Management Committee review.

**“Technical Committee Chair”** shall mean the person responsible for leading the technical activities within their respective Technical Committee, develop agendas and lead technical committee meetings, communicate with Project Champion and DeepStar staff periodically to understand CORE Project(s).

**“Technical Committee Member(s)”** shall mean any person from either Member or Associate Member company who is available to attend Technical Committee meetings and cooperate with fellow members and the Technical Committee Chair to efficiently oversee the execution of the CTRs. They will apply either their own technical expertise or that of their company coworkers, as appropriate, to the technical issues being discussed.

**Section 2 - The DeepStar Program**

2.1 OOC will serve as the administrator the DeepStar Program which will be composed of technical discussion forums, industry position papers, workshop courses, and CORE Project(s) as selected by a Majority vote of the Management Committee.

2.2 To limit administration expenses the DeepStar Program, the DeepStar Director role will be an Operator-sponsored position open to any CORE Member in the second term, which would require approval by Majority vote of the Management Committee. For the avoidance of doubt, the Membership Fee shall not be utilized to fund the DeepStar Director position. The term proposed for the DeepStar Director role would be two years, with the expectation that the DeepStar Director is able to dedicate 0.75 FTE to the role and attend 80 percent of formal meetings. The DeepStar Director shall report to the Management Committee on DeepStar related matters.

2.3 DeepStar Program will provide a forum for discussion and develop technical committees to address industry issues and solution which were highlighted by our membership. To assist with project development, CTRs will be developed to provide a definition of each selected project. During the performance of the DeepStar Program, the Members will be allowed to provide input into the DeepStar Program, as specified in the CTRs, including monitoring the progress of the technical work, attending meetings with the following; OOC, Members, Associate Members and OOC DeepStar’s engineering contractors or consultants, and providing comments and recommendations as to the technical aspects of a project.

2.4 The Members, through a Majority vote by the Management Committee, shall make all decisions regarding the scope, cost, and performance of the work to be performed under the CORE Projects. It is also up to the Management Committee to decide whether an Associate Member or group thereof may participate in a certain CORE Project.

2.5 OOC will act as the administrator of each Satellite Project and provide the contractual framework for each Satellite Member. Satellite Projects would be supported by OOC at a cost to the Satellite Projects members. An administrative premium will be charged to each non-Associate Member and non-Member.

**Section 3 - Work Program**

3.1 DeepStar Program portfolio 2018 will consist of a one-year term beginning on May 01, 2019 and ending on April 30, 2020. Notwithstanding the foregoing, portfolio 2019 of the DeepStar Program will not be closed out until all DeepStar CORE Projects are completed. OOC will contract and administer all aspects of the work effort associated with DeepStar Program. OOC DeepStar shall negotiate any agreements with third parties so that all CORE Members shall have the same rights, licenses, intellectual property, patents rights, warranties and representations for the DeepStar CORE Deliverables as those negotiated for OOC /DeepStar under these contracts.

* 1. Electronic copies of all completed DeepStar CORE Deliverables, as specified in the CTRs, will be posted on the DeepStar website for downloading and use by the Parties, subject to the limitations of Section 7.
	2. DeepStar undertakes that all work to be performed will be administered, as outlined in each CTR, under the guidance of the Technical Committee and its Technical Committee Chair. The DeepStar Director shall solicit and receive expressions of interest for the positions of chair and co-chair of this committee. The chair and co-chair of this committee will then be selected by the Management Committee. Each of the Technical Committees will be lead and managed by the Technical Committee Chair, whom will be responsible for facilitating the technical activities and technical direction and prioritization of technical projects as approved by the Management Committee. Within each Technical Committee, each project will have an appointed Project Champion whom will be responsible for the execution of their CTRs and will be the point of contact for project related deliverables and will support the Technical Committee Chair and DeepStar staff on periodic communicate on project status. The organization and function of all Technical Committees are described in the O DeepStar Business and Operating Plan. During the performance of the work, the Parties (through the respective Technical Committees) may provide input to the work, comment and assist in the direction of the contracted work activities (within the limits of agreed CTR budget and work scope). Notwithstanding the foregoing, in the event, a Technical Committee is unable to reach an agreement, or there are other causes for delay or difficulties, DeepStar Director reserves the right to direct all remaining work for that project to achieve a final conclusion in order to provide related DeepStar CORE Deliverables. The DeepStar Director may approve under 10% increase to the budget for an individual CTR provided the overall budget for DeepStar Programs not exceeded.

3.4 The Management Committee shall provide vision, leadership, consensus, approval, and strategy for the performance and execution of the DeepStar Program CORE Projects. It will perform its function by giving general guidance to the DeepStar Director, Project Champion, Technical Committee Chairs, Technical Committee’s Members, and the Associate Member Committee. Management Committee members will work with the DeepStar Director to select and establish the priority of work activities.

3.5 Associate Member Committee shall be composed of one representative from each Associate Member with a designated alternate. The Associate Member Committee shall provide guidance and input to all other committees concerning the work efforts. The DeepStar Director shall solicit and receive expressions of interest for the positions of chair and co-chair of this committee. The chair and co-chair of this committee will then be selected by the Management Committee. In addition, the Associate Member Committee shall elect one representative for every ten Associate Members for a non-voting seat on the Management Committee to represent the industry position within DeepStar Program.

**Section 4 - Fee, Payment and Invoicing for Members**

4.1 In consideration of the rights granted herein, Members agree to pay OOC a Membership Fee of One Hundred Thousand U.S. Dollars ($100,000). Following execution of DeepStar® Membership Agreement, OOC shall submit an invoice to each Member. Member agrees to pay the Membership Fee within sixty (60) days of receipt of the invoice.

4.2 The Members recognize that under current law, there are no sales, use, excise, or any similar taxes imposed by the State of Texas on the transaction contemplated herein. For future purpose, however, the Parties agree that each Member should be responsible for its own tax liability and shall not hold OOC liable for any or all of such taxes.

4.3 The Membership Fee shall be utilized first for funding of CORE Projects and secondly for, if funds are available, to roll over to the next year membership fees. For the avoidance of doubt, the Membership Fee shall not be utilized to fund the DeepStar Director position. In the event there are DeepStar Program funds remaining after the DeepStar Program term has been completed, those DeepStar Program funds will be rolled over to the next year if any. In the event no further years to the DeepStar Program are contemplated, any remaining uncommitted DeepStar Program funds will be disbursed to the CORE Members. OOC will pay such amounts to each CORE Member within sixty (60) days of a determination that there will be no continuation of the DeepStar Program or pursuant to termination under Section 9.2. All fees in respect of any Satellite Projects shall be borne by the Satellite Members participating in that Satellite Project.

4.4 Members recognize that the DeepStar Program anticipates expenditures (and therefore OOC shall make contractual commitments with third parties) based on the total Membership Fee that each CORE Member has contractually agreed to pay. If, during the term of the DeepStar Program, two or more Members merge with each other, or a Member is acquired by another Member(s), or any combination of Member companies results from merger, acquisition or otherwise, there shall be no refund or waiver of the fees paid to any of the affected Members.

4.5 The DeepStar Program Membership Fee is inclusive of Members’ share of all administrative costs. For budgetary purposes, OOC total administration costs will not exceed two hundred thousand dollars ($200,000) of the DeepStar Program Membership Fee for the twelve-month duration of the DeepStar Program based on an expectation that CORE Members and Associate Members will volunteer their time and resources in an effort to reduce reliance on outside contractors. The administration cost covers the bare essentials of serving the program including project manager’s salary and invoice payment time. In addition, a single Management Committee member, one individual Member will contribute with someone to perform the role of DeepStar Director for a period of two years.

**Section 5 – Fee, Payment and Invoicing For Associate Members**

5.1 Pursuant to the Associate Members Membership Agreement, Associate Members agree to pay a non-reimbursable, lump sum Membership Fee of Fifteen Thousand U.S. Dollars ($15,000) annually. This fee shall accrue solely to DeepStar CORE account and will be part of the DeepStar Program Funds and can carry over year to year. For the avoidance of doubt, all Membership Fee shall be utilized first for funding of CORE Projects.

**Section 6 - Intellectual Property Ownership and Exploitation**

6.1 Title and ownership to all DeepStar CORE Deliverables, excluding Donated Information, shall be jointly and severally owned by the CORE Members. Each CORE Member and their Affiliates may use and/or further develop the DeepStar CORE Deliverables for their own purposes without requiring prior approval of the other CORE Members.

 Title and ownership to all DeepStar Satellite Deliverables, excluding Donated Information, shall:

1. where the CTR or other contractual arrangement setting out the terms of the Satellite Project is silent, vest in the Satellite Members participating in the particular Satellite Project; or
2. where terms addressing title and ownership are set out in the relevant Satellite Project CTR, or other contractual arrangement agreed between the Satellite Members, it will vest accordingly.

Despite section 6.6, Donated Information which is shared between Satellite Members for the purposes of a Satellite Project will only become part of DeepStar Satellite Deliverables and not part of DeepStar CORE Deliverables.

6.2 Members may not issue a publication concerning the DeepStar Program Deliverables without the prior written approval of the DeepStar Management Committee. Members shall submit an appropriate request to the OOC / DeepStar Director at least (30) days in advance of the intended publication / external release. The Management Committee will have (30) days to review the publication / external release.

6.3 Title and ownership to all patents on inventions and discoveries made under the CTRs shall be addressed in contracts described in Section 3.1.

6.4 Title and ownership to all patents on inventions and discoveries not made under the CTRs shall reside with the Party or Parties whose employees created same hereunder.

6.5 Associate Members are granted restricted access to DeepStar CORE Deliverables and may only use the Deliverables for internal use.

6.6 Title and ownership to Donated Information shall at all times reside with the Donating Party. Donated Information shall become part of the DeepStar CORE Deliverables and shall be delivered in the same manner as all other DeepStar CORE Deliverables as specified in Section 3. The Donating Party grants to the other Parties and their Affiliates a perpetual, world-wide, royalty free, non-exclusive right and license to use, disclose and/or further develop Donated Information included in DeepStar CORE Deliverables including the right to extend the rights granted hereunder to others without accounting therefore to the other Parties. Should a Party desire to provide Donated Information to the DeepStar Program but restrict its distribution or confidentiality provisions to selected Parties, this activity shall be handled under a separate agreement covering the specific Donated Information. All Members who sign such separate agreements shall receive such restricted Donated Information.

6.7 Nothing in this Membership Agreement shall in any way restrict or impair the right of any Party to conduct its own research, either independently or in conjunction with others, even though such research may parallel or overlap research conducted as part of the DeepStar Program. Any Party conducting such research shall have no obligation under this Membership Agreement, with respect to the use or disposition of the results of such independent research, including but not limited to all information and data resulting therefrom.

**Section 7 - Confidential Information**

7.1 Confidential Information disclosed hereunder shall be clearly marked “Confidential” if disclosed in documentary or other tangible form and confirmed in writing and so marked within thirty (30) days if disclosed orally. Confidential Information shall be subject to the provisions in Section 7. The Receiving Parties shall safeguard the Confidential Information with at least the same degree of care as it uses for its own confidential information of like importance. The obligations of confidentiality shall survive the closing of the CTR and continue for a period of five (5) years thereafter.

7.2 The Receiving Parties’ obligations concerning use and disclosure of Confidential Information shall not apply to that which:

1. is already rightfully in a Receiving Party’s or its Affiliates’ possession at the time of disclosure or independently developed by a Receiving Party or its Affiliate, as evidenced in either case by the written records of the Receiving Party; or
2. later becomes part of the public domain through no fault of the Receiving Parties; or
3. is received from a third party having no obligations of confidentiality to the Disclosing Party; or
4. is required by any judicial, governmental or other official order. The Receiving Party shall promptly notify the Disclosing Party prior to such disclosure specifying what Confidential Information is required to be disclosed, and to whom and assist the Disclosing Party in asserting whatever exclusions or exemptions may be available to it under such circumstances; or
5. is provided or disclosed by the Disclosing Party or its Affiliates to a third party without a similar restriction on the third party’s rights; or
6. is released or approved for release by the Disclosing Party or its Affiliates without restriction.

g. is derived from CTRs that are intended to be released as public documents, which intent is clearly stated on the CTR.

7.3 Upon the written request of the Disclosing Party, the Receiving Parties, shall retrieve and return or destroy all material, including copies, containing Confidential Information given to the Receiving Parties pursuant to Section 7, provided however the Receiving Party may keep one for archival purposes.

7.4 The Disclosing Party warrants that it has the right and full authority to disclose such Confidential Information to the Receiving Parties under the terms of this Membership Agreement, and that performance of the DeepStar Program will not breach any other obligation of confidentiality or other obligation arising out of or in connection with the Confidential Information.

**Section 8 - Warranty and Liability**

**8.1 EXCEPT AS OTHERWISE PROVIDED HEREUNDER, EACH OF THE PARTIES AND EACH OF THEIR AFFILIATES, IF ANY, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH DEEPSTAR CORE DELIVERABLES AND DONATED INFORMATION THAT THEY PROVIDE HEREUNDER AND ACTIVITIES UNDER THE DEEPSTAR MEMBERSHIP AGREEMENT INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, NONE OF THE PARTIES OR ANY OF THEIR AFFILIATES ASSUMES ANY RESPONSIBILITY OR OBLIGATION WHATSOEVER, OR CONFERS ANY RIGHT BY IMPLICATION, ESTOPPEL OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH IN THIS MEMBERSHIP AGREEMENT.**

**8.2 EACH PARTY ("INDEMNIFYING PARTY") AGREES TO RELEASE AND WILL FULLY PROTECT, INDEMNIFY AND DEFEND EACH OTHER PARTY AND ITS AFFILIATES DIRECTORS, OFFICERS, AGENTS, EMPLOYEES ("INDEMNIFIED PARTY") AND HOLD EACH OF THEM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING ATTORNEYS FEES AND COURT COSTS) RELATING TO, ARISING OUT OF, OR CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE INDEMNIFYING PARTY'S ACTIVITIES RELATING TO THE DEEPSTAR PROGRAM AND THE USE OF DEEPSTAR CORE DELIVERABLES BY THE INDEMNIFYING PARTY OR ITS AFFILIATES OR LICENSEES UNDER SECTION 6 HEREOF, NO MATTER WHEN ASSERTED, INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO: (I) INJURY OR DEATH OF ANY INDEMNIFYING PARTY AND ITS AFFILIATES AND LICENSEES, UNDER SECTION 6 HEREOF OR THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES , (II) DAMAGES TO OR LOSS OF ANY OF INDEMNIFYING PARTY’S OR ITS AFFILIATES’ AND LICENSEES’ UNDER SECTION 6 HEREOF, OR THEIR DIRECTORS’, OFFICERS’, AGENTS’, OR EMPLOYEES’ PROPERTY OR RESOURCES, (III) COMMON LAW CAUSES OF ACTION SUCH AS NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, NUISANCE OR TRESPASS, (IV) FAULT IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE, BREACH OF CONTRACT OR DUTY, EVEN THOUGH ANY OF THE FOREGOING MAY HAVE BEEN CAUSED OR IS ALLEGED TO HAVE BEEN CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PARTY, OR (V) PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TRADE SECRET MISAPPROPRIATION. IN NO EVENT SHALL THE PROVISIONS OF THIS SECTION 8 LIMIT THE LIABILITY OR OBLIGATIONS OF ANY PARTY THAT MAY ARISE PURSUANT TO ANY OTHER AGREEMENT EXECUTED BY SUCH PARTY AND FOR THE PURPOSE OF EXECUTING A CTR OR THE CREATION OF A DEEPSTAR CORE DELIVERABLE.**

**8.3 NO PARTY OR THEIR AFFILIATES SHALL BE LIABLE TO ANY OTHER PARTY OR THEIR AFFILIATES IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR INDIRECT LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF USE, REGARDLESS OF THE FORESEEABILITY OF SUCH LOSSES AND COSTS. THE PROTECTION AGAINST SUCH LIABILITY SHALL BE APPLICABLE IN ANY ACTION WHETHER BASED ON CONTRACT, NEGLIGENCE, EITHER SOLE OR CONCURRENT AND STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE AND TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THIS MEMBERSHIP AGREEMENT ARE WAIVED. Otherwise, it is the express intention of each Party to this MEMBERSHIP Agreement that the indemnity obligations contained in this Section 8 are without regard to whether the negligence, fault or strict liability of an Indemnified Party is a concurrent or contributory factor of the occurrence or occurrences in question, and such indemnity obligations of each Party are intended to protect the Indemnified Party against the consequences of its own joint, concurrent or contributory negligence, fault or strict liability.**

**8.4 EACH PARTY AGREES THAT THE RIGHTS EXTENDED HEREUNDER SHALL INCLUDE DISCLAIMERS OF WARRANTIES AND OBLIGATIONS TO PROTECT, INDEMNIFY AND DEFEND THAT PROVIDE PROTECTION FOR THE PARTIES AS CONTAINED IN SECTIONS 8.1, 8.2 AND 8.3 HEREOF.**

**Section 9 – Termination**

9.1 OOC shall have the right to terminate its service as the administrator of the DeepStar Program by not offering a new membership agreement for the next term. OOC shall provide thirty (30) days written notice to all Parties prior to April 30, 2020.

9.2 If OOC does not offer a next term, any remaining uncommitted DeepStar Program Funds will be disbursed to the Members per Section 4.3.

**Section 10 - Miscellaneous**

10.1 OOC shall be permitted to reasonably use the trademarks and trade names of the Parties for the sole and express purpose of identifying the Parties as DeepStar members in DeepStar communications, such as the DeepStar website. No Party shall otherwise use the trademarks and trade names of another Party in any advertising or publication relating to the subject matter of this Membership Agreement without that other Party’s prior written consent.

10.2 The validity and interpretation of this Membership Agreement will be governed by the laws of the State of Texas, without regard to the conflicts of law’s provisions thereof. However, in the event any provision is deemed to be invalid by a court of competent jurisdiction, the remaining provisions shall remain valid, and the Parties agree to do whatever is lawful to carry out the intent of this Membership Agreement.

10.3 If a dispute arises out of or relates to this Membership Agreement or the breach thereof, and if after notice of breach and opportunity to cure the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. If the Parties are unable to settle the dispute through mediation within ninety (90) calendar days of its commencement, the dispute shall be finally settled by arbitration, by a single arbitrator, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas. The decision of the arbitration will not be made public, must be in writing and must be reached within ninety (90) days of the appointment of the arbitrator. Unless the Parties expressly agree in writing to the contrary, the Parties agree to keep confidential all awards in any arbitration, together with all materials in the proceedings created for the purpose of such arbitration and all other documents that are produced by the Parties in the proceedings and that are not otherwise in the public domain. Such documents may be disclosed if such disclosure is required of a Party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority.

10.4 This Membership Agreement states the entire understanding between the Parties, and supersedes, cancels and merges all prior representations, understandings, covenants, or agreements, whether oral or written, with respect to the DeepStar Program subject matter. No change, alteration, or modification to this Membership Agreement will be effective unless it is in writing and signed by the authorized representatives of all Parties to this Membership Agreement.

10.5 Except in respect of the DeepStar CORE Deliverables and as provided for herein, nothing in this Membership Agreement shall be construed to create in any Party any rights with respect to information, operations, research, patents or publications owned, held, undertaken, or prepared by any other Party. It is not the intent of the Parties hereto to create a partnership, joint venture, association, or trust of any kind. The duties, obligations, benefits, and liabilities of the Parties hereto shall be several and not joint or collective, and each Party shall be individually responsible for its own obligations.

10.6 All Parties shall exercise reasonable care and diligence to prevent their employees and agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of improperly influencing the relationship between the Parties. This obligation shall apply to the activities of each Party in its relations with the other Parties’ employees, representatives and their families, as well as any vendors, contractors or consultants who may perform DeepStar Program work. A Party will promptly notify the other Party of any violation of this clause. Any representative(s) authorized by a Party may (at that party’s cost) audit any and all records of the other Party for the sole purpose of determining whether there has been compliance with this clause.

10.7 In the performance of duties related to the DeepStar Program, each Party’s employees, agents, and subcontractors will not be under the influence of alcohol, any unprescribed controlled substances or any misused substances or legitimate prescription drugs. Each Party shall ensure that all of their employees, agents, and subcontractors who may be asked to perform services related to the DeepStar Program are aware of and will comply with the provisions of this Section 10.7.

10.8 This Membership Agreement shall be assignable by each Party to an Affiliate or to the successor in title of its entire business and shall be subject to the acceptance by such Affiliate or successor of all of the Party’s obligations hereunder. Notwithstanding any such assignment as aforesaid, the Party shall continue to be bound by the obligations of confidence under Section 7 hereof.

10.9 Each Party agrees that in performance under this Membership Agreement it will comply with all applicable laws and regulations of every governmental authority having jurisdiction over the handling, use or distribution of any product, technology, and technical services supplied hereunder and shall not export or re-export technical data, information or any direct product thereof in violation of any such restrictions, law or regulations, or without all necessary approvals. Neither the technical data nor the underlying information or technology or technical services may be downloaded or otherwise export or re-exported to: a) any country subject to U.S. trade sanctions covering said technical data/information/technology; or b) any individual or entity controlled by such countries, or to nationals or residents of such countries other than nationals who are citizens or lawfully admitted permanent residents of the United States and not currently domiciled in countries subject to such sanctions; or c) any individual or entity identified as a sanctioned or denied party by the United States.

10.10 OOC / DeepStar shall keep records of its activities under this Membership Agreement in accordance with generally accepted accounting procedures and shall preserve such records for one (1) years after the completion or termination of the DeepStar Program. Each Party, or its representatives, will have access at all reasonable times to such records during the period DeepStar is obligated to preserve such records for the purpose of verifying DeepStar compliance with the requirements of this Membership Agreement. A single audit per year which has been approved by the Management Committee may be conducted while OOC / DeepStar shall bear no portion of the cost associated with the audit with all cost associated with the audit will be DeepStar Members.

10.11 OOC licensed the DEEPSTAR® mark, the DEEPSTAR® PROGRAM logo, and any trademark registrations based thereon from Chevron through trademark license agreement. Each Party agrees that its use of the DEEPSTAR® designations is subject to reasonable standards and guidelines that OOC may provide and amend from time to time, including that each Party will permanently cease use of the DEEPSTAR® designations if its membership terminates.

10.12 Contact names and addresses:

For Member For OOC

Name: Evan Zimmerman

Title: OOC Director

Physical Address: 1201 Lake Robbins Drive Allison Tower

 Suite 9051 The Woodlands Texas 77380

Email Address: evan@zimmerman-co.com

Executed as of the latest date written below.

COMPANY\_NAME Offshore Operators Committee (OOC)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 (Printed name) (Printed name)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_