



**Traveling
Slips**

HALLIBURTON

HYDRAULIC WORKOVER UNIT SIMULATOR POC2

Virtual Reality Trainer

HWO UNIT VR SIMULATOR:

PROOF OF CONCEPT PHASE 2 SCOPE OF WORK

#	Feature	PHASE 2
1	Scoring and Grading System Addition of a scorecard at the end of each lesson that gives them an overall score, medal, and evaluation of how they did on any given lesson. This utility will be repurposed across all procedural lessons.	✓
2	Jack Operator's Console Controls Familiarization Lesson - Provides familiarization on all controls. All knobs, gauges, levers, will be able to be identified and provide the user with more information. - Add gaze functionality.	✓
3	Completion of the Safegrip system simulation Programming of art assets developed in the POC Phase 1 Change Order	✓
4	Five (5) Jack Operator's Console Controls Procedural Training Lessons which correspond to Halliburton's Work Method for Safegrip Load Transfer	
	Lesson 1: Tripping INTO and OUT of well pipe light	✓
	Lesson 2: Tripping INTO and OUT of well pipe heavy	
	Lesson 3: Weight Indicator Training	✓
	Lesson 4: Setting Jack Max Lift & Snub Pressure in Accordance with DOS Limits	
	Lesson 5: Stripping Mark & Stationary Slip Window "no close" mark training	
5	Assistant Operator's Console Controls Familiarization Lesson Develop limited (~4 controls) interactivity for the Assistant Operator's Console & Winch.	✓
6	Six (6) Assistant Operator's Console Controls Procedural Training Lesson	
	Lesson 1: Pipe Handling Winch Operation – One Winch Operation Lifting, lower, and pressure controls	✓
	Lesson 2: Pipe Handling Winch Operation – Two Winch Operation when Tripping Pipe (offline, single operator)	✓
	Lesson 3: BOP Controls Training and Sequence of Operation When Stripping using Stripper 1	
	Lesson 4: BOP Controls Training and Sequence of Operation When Stripping using Stripper 2	
	Lesson 5: BOP Controls Training and Sequence of Operation When Stripping using Equalize	
	Lesson 6: BOP Controls Training and Sequence of Operation When Stripping using Bleed Off	

PROOF OF CONCEPT PHASE 2 SCOPE OF WORK

#	Feature	PHASE 2
7	One (1) Workbasket Safety Awareness Lesson - Limited fault simulation as well as call outs for common (~5) low-complexity safety concerns, such as a tool that should be safely stowed prior to operation. - The ability at the start of each lesson to have it randomly determine what the faults are and where they occur. - Call-outs for safety concerns prior to Gin Pole Extension and Retraction with awareness of winches.	✓
8	Additional Interactive Hot Spots / Call Out Points Add (~20) hot spots that provide detailed information on the functions and features and other new modeled points of interest.	✓
9	Functional Staircase Add the staircase model and implement a system for accessing various points of interest between the ground and the workbasket via an interactive staircase.	✓
10	Inclusion of Video Player for Content For BOP Controls Training and Sequence of Operation when Stripping and Ram to Ram Communication Essentials	✓
11	Jack Operator and Assistant Operator Collaborative Lesson Ram to Ram Communication Essentials	
12	Networked Multi-User Functionality Support for networked multiuser functionality. (~13 lessons)	
13	Environmental Updates Addition of up to six medium complexity 3D models of supporting equipment models within the simulator: (1) Air Compressor, (2) HT-400 Triplex pump, (3) Mud Tanks, (4) BOP Closing Control Unit (Koomey unit), (5) Choke Manifold, (6) Degasser / Mud Buster, (7) Remote Panels for the BOP Closing Unit, (8) Pipe Rack, (9) Power Tongs (in Work Basket), (10) Standpipe, (11) Flowline (Discharge Manifold Equipment), (12) Guidewires with Dead Weights / anchor blocks. [CAD Drawing may not be available, so photos of all sides (front, back, left, right, & top) with a reference measurement stick for scale.]	✓

PROOF OF CONCEPT PHASE 2 SCOPE OF WORK

#	Feature	PHASE 2
14	Static Hydraulic Hoses Inclusion of a limited quantity of hydraulic hoses that DO NOT move, given we're provided with a CAD model including each of the hydraulic hoses to be included connected to the machinery.	✓
15	Dynamic Hydraulic Hoses Inclusion of a limited quantity of hydraulic hoses that DO move, given we're provided video of cables various possible movements as well as a CAD model including each of the hydraulic hoses to be included connected to the machinery.	✓
16	Off-Shore Virtual Environment Ability to switch between desert and a brand new off-shore virtual environment, including HWO and supporting/existing equipment. Creation of the off-shore environment requires access to reference photos/videos provided by Halliburton	
17	Meta Quest Headsets Provision of 10 Meta Quest Headsets	✓
Total Cost for Phase 2 Options		\$615k
Period of Performance		3 mo

Phase 2 options can be conducted during a 3-month time span. ForgeFX must be on contract by 9/20/2024 in order to deliver by 12/20/2024.



Appendix A: **Development Agreement**

As Amended by Halliburton



Development Agreement

This Independent Contractor Agreement is entered into as of **August 1, 2024**, between **Halliburton Energy Services, Inc.** located at 3000 N Sam Houston Pkwy E, Houston, Texas 77032 and **ForgeFX, LLC** located at **1160 Battery Street East, Suite 100, San Francisco, CA 94111**.

1. Independent Contractor.

Subject to the terms and conditions of this Agreement, **Halliburton Energy Services, Inc.**, (“Halliburton”) hereby engages ForgeFX LLC (“ForgeFX”) to perform the services set forth herein and defined as “The Product” and titled “**HWO VR Simulator Pilot**,” and ForgeFX hereby accepts such engagement.

2. Duties, Term, and Compensation.

ForgeFX’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the Budget and Schedule sections of this document, which may be amended in writing from time to time or supplemented with subsequent estimates for additional services to be rendered by ForgeFX and agreed upon by Halliburton, and which collectively are hereby incorporated by reference.

3. Scope of Performance.

Halliburton will provide ForgeFX with reasonable access to resources and information to allow them to develop The Product. This material will be considered Confidential Information and provided on an as necessary basis to perform the work under this Agreement, and ForgeFX accepts such limited access and acknowledges that access to the Halliburton Property is provided only for performing the work under this Agreement.

4. Written Reports.

Halliburton may request that project plans, schedules, progress reports, and a final results report be provided by ForgeFX via their online collaborative system which documents all aspects of The Project. Upon request, ForgeFX shall provide such reports in an alternative format acceptable to Halliburton.

5. Conflicts of Interest.

ForgeFX represents that they are free to enter into this Agreement and that this engagement does not violate the terms of any agreement between ForgeFX and any third party. During the term of this agreement, ForgeFX shall devote as much of ForgeFX’s productive time, energy and abilities to the performance of ForgeFX’s duties hereunder as is necessary to perform the required duties in a timely and productive manner. ForgeFX is expressly free to perform services for other parties while performing services for Halliburton.

6. Merger.

The merger or consolidation of Halliburton or ForgeFX into or with any other entity shall not terminate this Agreement.



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7. Termination.

Halliburton may terminate this Agreement at any time by providing 14 working days written notice to ForgeFX. In addition, if ForgeFX fails or refuses to comply with the reasonable directive of Halliburton, engages in misconduct in connection with performance hereunder, or breaches any provision of this Agreement, Halliburton at any time may terminate the engagement of ForgeFX immediately and without prior written notice to ForgeFX.

8. Duties upon Termination.

Upon termination of this Agreement for any reason, ForgeFX must return to Halliburton all equipment, access, Confidential Information, and/or Halliburton Property whether in tangible or electronic form, that ForgeFX was provided to perform the duties under this Agreement.

9. Independent Contractor.

This Agreement shall not render ForgeFX an employee, partner, agent of, or joint venture with Halliburton for any purpose. ForgeFX is and will remain an Independent Contractor in ForgeFX's relationship to Halliburton. ForgeFX shall have no claim against Halliburton hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Unless otherwise specified, ForgeFX shall be solely responsible for, and shall pay, all expenses incurred by ForgeFX in performing its duties under this Agreement. ForgeFX shall be solely responsible for, and shall pay its own workers' compensation and general liability insurance and waives any claim to eligibility under any Halliburton health, welfare, defined benefit or defined contribution retirement plan, or any other benefit provided by Halliburton to its respective employees; and ForgeFX shall be solely responsible for all employment, income and other taxes with respect to the ForgeFX commissions paid to ForgeFX pursuant to this Agreement.

ForgeFX shall defend, indemnify and hold harmless Halliburton from and against any liability arising out of a breach of this Section or ForgeFX's failure to comply with all tax laws applicable to its receipt of service provider commissions. Unless otherwise provided herein, ForgeFX shall not, and shall have no authority to, enter into any contract or commitment or incur any other obligation in the name or on behalf of Halliburton. ForgeFX shall determine the best manner in which to perform ForgeFX's duties once assigned by Halliburton.

10. Taxes.

ForgeFX is responsible for all taxes legally imposed upon its business, including but not limited to taxes imposed upon its income, its personnel or its property. Such taxes are on ForgeFX's account. Where legally permitted and as required by Applicable Law, ForgeFX is responsible for the collection and reporting of applicable transaction taxes such as sales, use, value added or similar taxes. Transaction taxes are in addition to established prices and shall be shown as a separate line item on the Invoice. If tax withholding is required by Applicable Law, Halliburton will adhere to statutory tax withholding requirements with respect to payments to ForgeFX. Such withholdings are on ForgeFX's account. Certificates of withholding taxes shall be provided to ForgeFX as soon as administratively possible.



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11. Liability.

The work to be performed under this Agreement will be performed entirely at ForgeFX's risk. ForgeFX assumes all responsibility for the condition of tools, equipment, software and other items used in the performance of this Agreement. ForgeFX agrees to release, indemnify, defend and hold Halliburton, its officers, agents, and employees, harmless from any and all claims, judgments, damages, liabilities and costs (including – but not limited to – attorneys' fees and expert costs) caused by, arising out of, or in connection with ForgeFX's provision of the services rendered under this Agreement, including – but not limited to – any and all claims for infringement of patent(s) or other intellectual property in providing the Product or other services to Halliburton.

12. Warranty.

ForgeFX warrants to Halliburton that for a period of ninety (90) days from the Final Delivery Date (the "Warranty Period"), the software shall operate in substantial conformity with the provided documentation. ForgeFX's sole liability for any breach of this warranty shall be to use commercially reasonable efforts to provide Halliburton with an error-correction or work-around that corrects the reported non-conformity, to replace the non-conforming software with conforming software.

13. Insurance Requirements.

Seller agrees to provide and maintain the minimum coverages set forth in this Section, or as may otherwise be specified in this Agreement, for the Term of this Agreement by an insurer reasonably acceptable to Halliburton. Such policies shall name Halliburton as an additional insured, and shall be endorsed with a waiver of subrogation in favor of Halliburton. Prior to commencement of the Work, Seller agrees to provide Halliburton with a Certificate of Insurance evidencing such coverage and the above endorsements. Should Seller fail to provide or maintain such insurance, Halliburton may, at its election, either (1) obtain such coverage on Seller's behalf and Seller shall immediately reimburse the reasonable costs of such insurance to Halliburton or (2) immediately terminate this Agreement. Seller shall maintain, at its own expense throughout the entire progress of the Work, minimum insurance as set forth herein: (a) Comprehensive General Liability (including Contractual Liability in all cases and Products Liability insurance where Seller is the manufacturer of the product(s)) - \$2,000,000 Per Occurrence, Bodily Injury & Property Damage combined; (b) such other available insurance or increased limits as Halliburton may request. In addition, in the event that Seller provides Work at Halliburton's facilities, Seller shall maintain Automobile Liability coverage at \$2,000,000 per occurrence, Bodily Injury & Property Damage combined. Seller shall provide Halliburton with thirty (30) days' written notice prior to the effective date of any cancellation or material change of Seller's insurance.



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14. Cyber-risk Insurance.

Cyber-risk Insurance with minimum per-incident and aggregate limits of \$3,000,000, to include Third-Party Security, Privacy Liability, Privacy Breach Response, Customer Notification, Crisis Management, Data Recovery, Business Income, and Cyber Extortion coverage. Cyber/Privacy Liability – covering network security/privacy liability, privacy regulatory proceedings (including fines and penalties), privacy breach response (mandatory/voluntary notification costs, credit monitoring, call center services, forensics, and any other fees, costs, or expenses necessary to comply with any Security Breach Notification Law that may be applicable), and cyber extortion payments. Such insurance shall be maintained for a period of 3 years following completion of the services to be provided under this Agreement.

15. Choice of Law.

The laws of the state of Texas, without regard to its conflicts of laws provisions, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Prior to trial or final judgment of any claim or dispute hereunder, upon the request of either Party, any claim or dispute arising hereunder shall be referred to mediation in Houston, Harris County, Texas. Each Party will be responsible for its own costs associated with such mediation, including attorneys' fees, and one-half of any mediation fees.

16. Confidentiality.

It is likely that ForgeFX will learn of information that Halliburton regards as confidential or sensitive. ForgeFX agrees to keep confidential this information and any other information that ForgeFX may acquire with respect to Halliburton's business, including, but not limited to information relating to Halliburton's products, customers, suppliers, pricing, costs, know-how, strategies, programs, processes, and practices ("Confidential Information"). This pledge to protect Confidential Information from disclosure will continue even after the termination of this Agreement. For purposes of this Agreement, the Product and its development, source code, and any and all related notes, documents, work papers, and analyses shall constitute Confidential Information. ForgeFX shall not, at any time, directly or indirectly disclose any Confidential Information to any Competitive Business or any other third party, including – but not limited to – utilizing any Confidential Information to assist in any way in the provision of goods or services by ForgeFX to a Competitive Business. ForgeFX shall not use any Confidential Information for any purpose other than to provide services to Halliburton. The terms set forth in this Section 13 shall be superseded by the terms of any non-disclosure or confidentiality agreement which the parties have executed or may execute in the future relating to the subject matter hereof.

17. Data Breach.

The term "Data Breach" shall mean any: (a) compromise of the security, confidentiality or integrity, unauthorized access, acquisition or unauthorized or unlawful processing of Halliburton Confidential Information; (b) unauthorized intrusion into, control of, access to, modification of or use of any system that is used by Seller to secure, defend, protect or process Halliburton Confidential Information; and (c) event which led Seller to suspect or would lead a reasonable person exercising a reasonable level of diligence and investigation to suspect that either (a) or (b) has occurred.



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18. Data Breach Notification.

Seller shall notify Halliburton in writing of any suspected or confirmed Data Breach involving Halliburton Confidential Information within twenty-four (24) hours after Seller discovers or is notified of such a Data Breach or would have discovered it had Seller exercised reasonable diligence. Such notice shall include at least, to the extent known by Seller: (a) the nature and duration of the Data Breach; (b) the types and volume of Halliburton Confidential Information impacted by the Data Breach, including the identities of any individuals whose Personal Information was affected; (c) steps Seller has taken and will take to investigate, remediate, and mitigate the effects of the Data Breach; and (d) any other information Halliburton might reasonably request. Seller shall provide commercially reasonable assistance to Halliburton in fulfilling any legal notification obligations that arise in connection with such a Data Breach and shall pay for all costs and expenses reasonably incurred by Halliburton as a result of such a Data Breach. Without limitation, Seller agrees to hold Halliburton harmless from and indemnify Halliburton for any losses, expenses, costs and damages resulting from or related to an actual or alleged Data Breach or Seller's breach of its obligations under this article. For purposes of this Article V, any provision of this Agreement excluding liability for consequential or other incidental damages or limiting Seller's liability in any way shall not apply.

19. Ownership Rights.

All writings and other works, excepting the ForgeSIM™ Simulation Engine as defined in the following section, but including and not limited to Halliburton's designs, trade dress, logos, products, pricing, costs, know-how, marketing and business strategies, as well as any and all programs, processes, and practices and all those relating to Halliburton's products, customers, computer programs, software, syllabuses, business plans, and all such similar creations, whether complete or incomplete, created by ForgeFX, either relating to the business of Halliburton or relating to ForgeFX's work for Halliburton, during the course of employment shall be the exclusive property of Halliburton, except that ForgeFX may take shared developer credit for the development of the Product so they can provide a reference to the work in order to provide limited examples of previous work in an online portfolio or featured case study, or to submit such work to industry competitions with the prior written consent of Halliburton. To this end, all such works shall be considered "works for hire" which are owned by Halliburton, including computer source code, within the meaning of 17 U.S.C. §101.

To the extent that such works do not meet the definition of a "work for hire" pursuant to 17 U.S.C. §101, ForgeFX hereby assigns such works to Halliburton and appoints Halliburton with power of attorney to execute written assignments of copyright to place legal title in such works in the name of Halliburton. ForgeFX hereby assigns to Halliburton and/or the MANUFACTURER all of its right, title and interest in and to all Inventions. During the term of ForgeFX's engagement by Halliburton and at all times thereafter, upon request by Halliburton, ForgeFX shall do any reasonable act and thing to assist Halliburton in any way to vest in Halliburton all of ForgeFX's right, title and interest in and to the Product and any related inventions and to obtain, defend and enforce Halliburton's rights with respect to those.



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20. Simulation Engine Ownership.

ForgeFX retains the rights to their core simulation engine (ForgeSIM™ Simulation Engine) proprietary software, while granting a perpetual non-exclusive license to Halliburton. This code library includes the core training simulation framework and foundation which is a prior work of ForgeFX and is not specific to Halliburton.

21. Waiver.

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of the same or any other provision. All waivers must be in writing and signed by the waiving party.

22. Assignment.

ForgeFX shall not assign, transfer, sell, subcontract or delegate any of ForgeFX's rights or obligations under this Agreement without the prior written consent of Halliburton. Halliburton's approval of any such assignment, transfer, sale, subcontract or delegation will not relieve ForgeFX from any obligations imposed upon ForgeFX by this Agreement and ForgeFX shall remain liable for the work performed by such assignee(s), transferee(s), subcontractor(s), or delegate(s).

23. Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing to the persons executing this Agreement on behalf of each of the respective parties. Notices shall be sent to the addresses of the parties set forth above by certified mail, return receipts requested.

24. Modification or Amendment.

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

25. Entire Understanding.

This document and any schedules attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

26. Unenforceability of Provisions.

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.



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27. Compliance with Laws.

27.1. Seller agrees that the Seller and the Seller's parent or subsidiary companies, Affiliates and any of their subcontractors, members, managers, directors, officers, employees, independent contractors, subcontractors or agents will protect and uphold the fundamental human rights of their employees as stated in the Universal Declaration of Human Rights as set forth by the United Nations.

27.2. Seller warrants and represents that neither the Seller nor the Seller's parent or subsidiary companies, Affiliates or any of their subcontractors, members, managers, directors, officers, employees, independent contractors, subcontractors or agents: (a) has made or authorized or will make or authorize any offer, payment, promise to pay, any money, including kick-backs, or a gift, promise to give, or the giving of anything of value to any third party including, but not limited to, a government official, political party, party official, family member or representative of a state-owned enterprise, for the purpose of wrongfully influencing the recipient; obtaining or retaining business; or for securing or obtaining an improper business advantage; or (b) has taken or permitted or will take or permit any action to be taken, including an action in connection with the conduct of their business and the transactions contemplated under this Agreement, which would cause the Seller, Halliburton or any Halliburton Affiliates to be in violation of any applicable Anti-Bribery or Anti-Corruption Laws, including, where applicable, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended; the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation; and all local equivalent laws in the countries in which business is conducted. The Seller further agrees that it will make no payment in any form to any government official on behalf of Halliburton for the purpose of expediting or securing the performance of a routine non-discretionary governmental duty or action ("Facilitating Payment") without the prior written approval of Halliburton. For this purpose, email is considered written approval. Separate approval is required for each such Facilitating Payment.

27.3. Any and all Goods provided hereunder shall be DRC Conflict Free. Seller agrees to promptly furnish to Halliburton information necessary to determine whether any of the Work provided to Halliburton contains Conflict Minerals and whether any such Work provided to Halliburton is DRC Conflict Free. Seller also agrees to provide such additional information relating to its Conflict Minerals sourcing, including any industry reporting templates, as may be requested from time to time by Halliburton.

28. Unauthorized Disclosure or Use.

While ForgeFX is engaged by Halliburton and for a period of four (4) years after the last day of ForgeFX's engagement by Halliburton (regardless of the reason that such engagement ceases), ForgeFX shall not (i) use any Confidential Information for any purpose, (ii) disclose any Confidential Information to any person or entity, (iii) keep or make copies of any documents, records or property of any nature whatsoever containing any Confidential Information or (iv) assist any third party in engaging in any of the foregoing, except to the extent reasonably necessary or appropriate to perform ForgeFX's duties under this Agreement and except as is expressly authorized by Halliburton. Nothing in this Agreement reduces ForgeFX's obligation to comply with applicable laws relating to trade secrets, confidential information and unfair competition. Accordingly,



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notwithstanding the foregoing, ForgeFX's obligations under this Section with respect to Confidential Information that constitutes a trade secret under applicable law shall continue until such Confidential Information no longer constitutes a trade secret.

29. Scope of Work.

The scope of work for this project is based on Option A ("Core") as defined in the Scope Options & Pricing page in this document. If Halliburton decides to proceed with one of the other proposed options, ForgeFX will submit a revised Development Agreement.

30. Change Orders.

As the project proceeds, certain desired features may surface that were not included in the initial scope of the project. If the scope of the feature is substantial, ForgeFX will communicate this and put together a bid for the time and budget that would be required to implement the out-of-scope feature.

31. Cost Breakdown.

The following table breaks down the project cost by development activity For POC Phase 2

#	Feature	Hours	Total %
1	Project Management	141	4
2	3D Model Development	1124	32
3	2D User Interface Development	141	4
4	Application Programming	1401	40
5	Requirements Gathering	282	8
6	Documentation	141	4
7	Reviews	141	4
8	Quality Assurance	141	4
Total		3512	100%



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Post Launch Support

Post launch support will be available on an as needed basis at an hourly rate of \$225 for a period of 6 months. At which point Halliburton may arrange a support extension with ForgeFX.

32. Timeline and Invoicing Schedule.

The product will be developed over the course of 2 3 months. Invoices will be submitted to Halliburton at the end of each month and after project kickoff.

32.1. Payment of Invoices will not constitute acceptance of the Goods or Services and will be subject to adjustment for shortages, defects, or other failure of Seller to meet the requirements of this Agreement, including, but not limited to, pricing or quantity errors arising in the course of a transaction.

32.2. Payment. Halliburton shall pay to Seller all undisputed amounts due on Invoices pursuant to the payment terms set forth in this Agreement or any Purchase Order issued hereunder. Unless otherwise agreed, payment to Seller shall be made only in the country where the Services were provided or where the Goods were shipped. Halliburton, at its sole discretion and upon prior internal approvals, may make payments in a country other than where the Services are provided or where the Goods were shipped subject to making the appropriate withholdings to Seller's account as may be required by Applicable Laws or regulations. Regarding payments in the form of wire transfers or any other electronic funds transfers: (a) Seller is hereby notified that in providing any payment or routing instructions to Halliburton, Halliburton will rely on the accuracy of the instructions provided by Seller or purportedly provided by Seller, particularly the account, routing and/or transit numbers; (b) Halliburton has no duty to independently verify the accuracy of the information provided by Seller or purportedly provided by Seller; (c) Halliburton will have no liability for losses resulting from errors in payment instructions or from Seller's failure to prevent unauthorized communications from its systems, including electronic mail or other communication systems; (d) Seller is required to use extraordinary care in providing electronic funds transfer instructions to Halliburton and to ensure that Seller's systems, including electronic mail or other communication systems, are properly secured to prevent any unauthorized communications, including the prevention of "spoofing" by third parties; and (e) in the event that any such payment to Seller requires an intermediary or corresponding bank to process the wire transfer or other electronic funds transfer, Seller authorizes such bank to deduct its fees from the payment and such fees will be on Seller's account.

All payments will be made within sixty (60) days from receipt of invoice. Invoice receipt date refers to the Accounts Payable entry date (the date the Invoice is permanently entered into Halliburton's accounts payable system).



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Month	Description	Hours	Cost	To Be Completed
1	Phase 2 Proof of Concept Kickoff	702	\$123,000	October 11, 2024
2	Phase 2 Proof of Concept Alpha Development	913	\$160,000	November 15, 2024
3	Phase 2 Proof of Concept Beta Development	913	\$160,000	December 18, 2024
4	Phase 2 Proof of Concept Release Candidate and Gold Master Development	984	\$172,000	January 25, 2025
Totals		3512	\$615,000	



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Service Level Agreement (SLA)

The Service Level Agreements (SLAs) outlined in this contract shall not apply during the Proof of Concept (PoC) phase of the project. The PoC phase is inherently experimental and involves the testing of concepts and technologies that are not yet fully developed. As such, software errors, failures, and other performance issues may occur, which are expected and do not reflect the final product's quality. Once the project successfully transitions into the Production Phase, a formal maintenance and support agreement will be established, at which point the agreed-upon SLAs will come into effect and be fully observed.

SLA's

Severity Definitions

Severity Level	Description & Examples
Level 1 – High	Software failure that is critical to current operations and business continuity
Level 2 – Medium	Software Issue that is involved in current operations, but is not critical to business continuity
Level 3 – Low	Technical assistance request that is not involved in current operations and is not critical to business continuity

Response/Resolution Times

Severity Level	Target Response Time	Resolution Time
1	30 minutes	4 hours
2	4 hours	8 hours
3	8 hours	24 hours

Service Credits/Service Availability

Service Availability

Service Availability shall be 99.9%, measured monthly, excluding scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Failure to meet Service Availability (Service Level Failure) shall entitle Halliburton to receive a Service Credit toward future Services or a refund for prepaid Services in accordance with the table below:



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Monthly Uptime Percentage	Service Credit
=>99.5%	No Credit Due
=>98% and <99.5%	10%
=>97% and <98%	20%
=>96% and <97%	30%
=>90% and <96%	40%
<90%	50%

Notwithstanding the foregoing, Customer shall have the right to terminate this Order Form should the Service Availability fall below 98% in any month, in which case Supplier shall refund Customer any fees that Customer prepaid for the remainder of the Term.

Renewal Caps

If at the expiration of this Term the subscriptions are renewed for a minimum of a one (1) year term ("Renewal Term"); any increase in subscription pricing will not exceed 3% over the pricing in effect for such subscriptions as of the end date of this Term.

Or;

If Seller experiences a significant material or labor cost increase during a twelve (12) month interval of the four (4) year Term, Seller may request a price increase by providing Halliburton with sixty (60) days written notice prior to the "Anniversary Date", defined as a twelve (12) month period commencing upon the Effective Date and each successive twelve (12) month period thereafter. Seller's written notice shall include its intent to increase pricing and its supporting documentation to Halliburton. Price increases will be implemented after the requested increase is approved by Halliburton. If approved the price increase will take effect on the Anniversary Date, or on a date mutually agreed to by both parties. Prices shall not increase more than three percent (3%) on an annual basis.

Downturn Language

In the event of a global or industry factor beyond the control of Halliburton that causes i) an oil and gas industry downturn; or ii) a significant corporate restructuring or reorganization of Halliburton, including but not limited to a significant corporate divestiture, merger, acquisition the effect of which materially reduces or is reasonably anticipated to materially reduce the volume of service commitment by Halliburton (collectively, "global or industry factor"), Service provider agrees to work in good faith with the Customer in efforts to develop a mutually agreeable alternative proposal for the remaining contract term of the Quote; or ii) Halliburton may terminate the Order Form and pay the percentage of the outstanding fees. Halliburton must provide Seller thirty (30) days prior written notice of request.



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SLA Definition Example for Managed Services SOW:

Incident	Incident Definition	Response Time	Resolution Time
Critical	The system is damaged in its core components. Stage Env is affected.	15 minutes	1 hour
High	The damage caused by the Incident increases rapidly. Work that cannot be completed by the staff is highly time sensitive.	30 minutes	2 hours
Medium	The damage caused by the Incident increases considerably over time. The core centers cannot complete the work and this work is not business or reputation sensitive.	6 hours	12 hours
Low	The damage caused by the Incident only marginally increases over time.	24 hours	60 hours



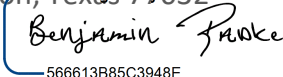
Development Agreement

This Agreement shall be in effect upon the signature dates below for a period of three (3) years, unless terminated earlier as detailed herein.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

Halliburton Energy Services, Inc.

3000 N Sam Houston Pkwy E
Houston, Texas 77032

By: 
566613B85C3948E...

Benjamin Radke

Name: _____

Title: SR It Category Specialist

Date: 10/9/2024

ForgeFX, LLC

1160 Battery Street East, Suite 100
San Francisco, CA 94111

By: _____

Name: Greg Meyers

Title: CEO

Date: 10/8/2024

Tax ID: 20-2500458