

# **TEXAS GENERAL LAND OFFICE ELECTRONIC REPORTING AGREEMENT**

THIS ELECTRONIC REPORTING AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (the "Remitter") with offices at \_\_\_\_\_ and Texas General Land Office (the "GLO") with offices at Austin, Texas (collectively, the "parties").

## **RECITALS**

The parties desire to facilitate reports and other information exchanged by electronically transmitting and receiving data in agreed formats; and

The parties desire to assure that such transactions are legally valid and enforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

The parties desire to enter into this Agreement to govern their relationship with respect to the electronic exchange of information using the Internet, also known as electronic reporting transactions.

THEREFORE the parties hereby agree as follows:

## **Section 1. Prerequisites**

- 1.1 Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibit(s) may be revised by written agreement (collectively "Documents"). Any transmission of data which is not a Document, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the most current published standards and guidelines set forth in the GLO web page.
- 1.2 Internet Service Providers
  - 1.2.1 Data Communications will be transmitted electronically to each party as specified in the Exhibit(s) through any Internet service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider without notice to the other party.
  - 1.2.2 Remitter shall be responsible for the costs of any Provider with whom it contracts. Remitter shall be responsible for services needed to carry out its responsibilities under this agreement.
  - 1.2.3 Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, Remitter is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.
- 1.3 System Operations. Remitter, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the GLO's Receipt Computer.
- 1.4 Security Procedures. Remitter shall use those security procedures in accordance with the most current published standards and guidelines set forth in the GLO web page. The manner in which user names and passwords are to be changed and/or exchanged will be specified in the standards and guidelines.

## **Section 2. Transmissions**

### **2.1 Filing Deadlines.**

- 2.1.1 The due dates for filing electronic reports under this Agreement are the same as those for the equivalent conventional paper-based filings. Such due dates are specified in TEX. NAT. RES. CODE § 52.131 and in the applicable regulations and rules of the TGLO. Remitter is subject to penalties for failure to ensure that TGLO receives an error-free file transmitted prior to 12:00 mid-night Central Standard Time on the due date, as indicated by the time that such file was uploaded to the TGLO.
- 2.1.2 Working hours for TGLO staff are Monday through Friday (except holidays), 8:00 AM to 5:00 PM, Central Standard Time. Remitters who file electronic reports outside of normal working hours do so at their own risk, as TGLO support is unavailable for potential obstacles to transmission, irrespective of the nature of the transmission difficulties. If transmission difficulties are encountered during normal working hours, the Remitter is required to promptly contact TGLO by telephone or electronic mail and resolve such difficulties. If the transmission difficulties are due to factors beyond the Remitter's immediate control, and the filing deadlines are about to be missed, the Remitter may be given additional time by the TGLO (either in writing or by E mail) for electronic filing, or be required to fax the report within the set due date.
- 2.2 Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall fulfill any obligation, until accessible to the GLO at the GLO's Receipt Computer, as evidenced by the receipt by the Remitter of the HTTP response initiated by the GLO. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server. No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error. The "Receipt Computer" shall be defined as the GLO's Uniform Resource Locator ("URL") which describes the protocols needed to access the resources and point to the appropriate Internet locations.
- 2.3 Response document. If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The Remitter shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the GLO. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.
- 2.4 Right to Further Inspection, Examination and Audit. All electronically submitted oil and gas production and royalty payment reports being filed in accordance with this Agreement are expressly subject to the further inspection, examination, audit and other rights of the TGLO, Attorney General and Governor or their representatives, under the laws of the State of Texas.

## **Section 3. Terms**

- 3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to oil and gas operations conducted pursuant to underlying written agreement(s) and the applicable rules, regulations and statutes. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and

conditions of the underlying agreement(s) and the applicable rules, regulations and statutes shall control.

3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to such additional terms and conditions as may be determined in accordance with the applicable rules, regulations and statutes.

3.3 Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided by the applicable rules, regulations and statutes.

#### 3.4 Validity: Enforceability

3.4.1 This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

3.4.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

### **Section 4. Miscellaneous**

4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an electronic reporting transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party.

4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Texas, excluding any conflict-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

- 4.6 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Exhibit(s) to the addressee party at such party's address as set forth in the Exhibit(s). Either party may change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.
- 4.7 Assignment. This Agreement may not be assigned or transferred by Remitter without the prior written approval of the GLO, including any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest.
- 4.8 Waivers. No forbearance by the GLO to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.
- 4.9 Counterparts. This Agreement may be executed in any number of original counterparts. All of which shall constitute one and the same instrument.
- 4.10 The undersigned for Remitter expressly states that he/she is authorized to execute this agreement on behalf of Remitter and is executing this Agreement with the intent to bind Remitter according to the terms thereof.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Texas General Land Office	Remitter Name: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

**EXHIBIT 1**

**TEXAS GENERAL LAND OFFICE  
ELECTRONIC REPORTING AGREEMENT**

**DATED** \_\_\_\_\_

**Contact Information:**

Remitter Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province/Commonwealth: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

Attention [Name, Title]: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Texas General Land Office  
1700 N Congress Ave  
Austin TX 78701-1495  
Attention: Minerals Review  
Phone: (512) 463-3889 or (512) 936-1959  
Fax: (512) 475-2295.  
E-mail: glo123@glo.texas.gov

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Texas General Land Office Remitter Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

**THIS SECTION FOR GLO USE ONLY**

**Authorized Electronic Forms**

**GLO-1** \_\_\_\_\_  
**GLO-2** \_\_\_\_\_  
**GLO-3** \_\_\_\_\_

**Blanket Authorization Number:**