

TERMS AND CONDITIONS

GENERAL

A. These Terms and Conditions govern the terms and conditions under PropDispatch LLC ("PropDispatch") provides to you ("Licensee") services via online software and an associated website and mobile device application (collectively, the "Services") used for the management of shipments, invoices and related information and documentation relating to the transportation of sand and/or proppant to a well site (collectively, the "Purpose").

I. ACCOUNTS

1.1 Master Accounts. If Licensee is the initiator of Services (a "Master Account Holder"), Licensee will be required to set up a "Master Account."

1.2 Sub Accounts. If Licensee is a contractor of a Master Account Holder (a "Sub Account User"), the Master Account Holder will grant the Sub Account User rights to use the Services in connection with the Master Account. If Licensee is the Master Account Holder, Licensee agrees that each Sub Account User has full authority to act on Licensee's behalf as to the Services.

1.3 Account Registration, Access and Details.

(a) If Licensee is a Master Account Holder, Licensee agrees that all information that Licensee provides PropDispatch in connection with Licensee's initial registration for access and use of the Services is true, accurate, and complete to the best of Licensee's knowledge, belief, and ability. Licensee also agrees that Licensee will maintain and routinely update such information to keep it true, accurate, and complete at all times.

(b) To access or use the Services, Licensee will be required to obtain a user identification ("User ID") (which will be Licensee's e-mail address) and a password (which will be automatically generated by the Services, but which must be changed upon initial login). Licensee hereby authorizes PropDispatch to process any and all account transactions initiated through the use of Licensee's User ID and password.

(c) PropDispatch reserves the right to refuse access to Services or any part of Services or to delete Licensee's User ID or password at any time and for any reason, including without limitation for any of the following: (i) sharing Licensee's User ID or password with anyone without PropDispatch's prior written consent; (ii) violating these terms and conditions and the license agreement; (iii) non-payment of any amounts owed to PropDispatch; or (iv) utilizing Services for any other purpose other than the Purpose and the day-to-day business activities associated therewith.

(d) Licensee is responsible for maintaining the confidentiality of its User ID and password, and Licensee is fully responsible for all access and any activity that occurs through use of Licensee's User ID or password. Licensee agrees to immediately notify PropDispatch of any unauthorized use of Licensee's User ID or password or any other breach of security in connection with the Services. Licensee also agrees to take such steps as may be requested by PropDispatch to prevent unauthorized use of Licensee's User ID or password.

II. GRANT OF ACCESS

2.1 Access and Use of Services. Subject to payment of the Fees (as defined below), the terms of Section 1.3(b) and the other terms of these terms and conditions, PropDispatch grants to Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Services solely for the Purpose and the business operations of Licensee. PropDispatch has the right to modify and/or update the Services without prior notice. Licensee agrees that PropDispatch is not liable for any interruption of the Services for any reason, including without limitation any interruption because of

maintenance. PropDispatch reserves the right to monitor all use of the Services.

2.2 Restrictions on Use. Licensee shall not: (a) lease, rent, loan, license or sublicense to third parties, provide service bureau, time sharing, outsourcing, data processing or other services to third parties, or otherwise permit the use of or access to the Services by or for the benefit of any third party; (b) assign (except as expressly permitted by Section 7.2), sell, pledge, charge, encumber, transfer or otherwise dispose of the Services to any third party, whether voluntarily, by operation of law or otherwise; (c) use the Services for any unlawful purpose; (d) copy, translate, decompile, disassemble or reverse engineer any of the Services; (e) delete or in any manner alter any copyright, trademark, or other proprietary right notice or marking appearing on any information that Licensee receive from PropDispatch or which appears on the Services; or (f) modify, improve, revise or create derivative works based on any of the Services; notwithstanding the foregoing, Licensee hereby assigns to PropDispatch all right, title and interest in and to all modifications, improvements, revisions and derivative works based on the Services created by Licensee.

2.3 Prohibited Conduct. Licensee shall not use the Services to: (a) upload or otherwise transmit any Licensee Data (as defined below) that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) impersonate any person or entity, including without limitation any PropDispatch representative, or misrepresent PropDispatch's affiliation with any person or entity; (c) forge headers or otherwise manipulate identifiers in order to disguise any use of the Services or the origin of any Licensee Data transmitted through the Services; (d) upload or otherwise transmit any Licensee Data that Licensee does not have a right to transmit under any law or any contractual relationship; (e) upload or otherwise transmit any Licensee Data that infringes or misappropriates any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any person; (f) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of solicitation; (g) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Services or servers or networks connected to the Services; (i) permit access to or use of any Services in a way that circumvents a contractual usage limit; (j) incite or provide instructional information about illegal activities; (k) attempt to gain unauthorized access to any PropDispatch or third party systems or networks; (l) improperly use any of the Services, including without limitation creating Internet "links" to any part of the Services, "framing" or "mirroring" any part of the Services on any other websites or systems, or "scraping" or otherwise improperly obtaining data from any of Services; or (m) build a competitive or similar product or service or to benchmark against any other product or service. Licensee will defend, indemnify and hold harmless PropDispatch and its affiliates, and the respective officers, directors, and employees of any of the foregoing, against any and all claims, losses, liabilities, demands, judgments, damages, damages, suits and proceedings (including attorneys' fees and court costs) arising from or relating to any breach by Licensee of these terms and conditions or the license agreement or otherwise arising out of or related to these terms and conditions or the license agreement or Licensee's use of or access to the Services.

2.4 Audit Right. From time to time PropDispatch or its agents may enter the premises of Licensee during normal business hours and examine Licensee's facilities, servers, systems and records as necessary to verify that the Services is being used within the parameters specified in these terms and conditions. In the event any such audit reveals that the Services is being used contrary to these terms and conditions, Licensee shall promptly pay PropDispatch: (a) additional fees consistent with Licensee's actual

use of the Services; and (b) the costs and expenses incurred by PropDispatch in performing any such audit. Such assessment of additional fees, costs and expenses shall be without prejudice to any other remedies PropDispatch may have for breach of these terms and conditions or the license agreement, including without limitation termination under Section 4.2(a). Any audit pursuant to this Section 2.4 shall be permitted at any time prior to the termination of the license agreement and for two (2) years thereafter. PropDispatch's decision not to perform an audit shall not relieve Licensee of its obligations under these terms and conditions or the license agreement or waive any rights of PropDispatch of enforcement hereunder.

2.5 Export Restrictions. Licensee acknowledges that the Services may be subject to the United States export control laws. Accordingly, Licensee shall not, directly or indirectly, export or permit the use of the Services outside the United States without obtaining any required government authorization.

2.6 Ownership; Retained Rights. All Services shall remain the exclusive property of PropDispatch. Except for the rights expressly granted to Licensee hereunder, PropDispatch shall retain all right, title and interest in, to and under the Services. PropDispatch shall own (and Licensee hereby assigns to PropDispatch) all right, title and interest in, to and under all: (a) data used in connection with or submitted by Licensee to PropDispatch in connection with the Services ("Licensee Data") or generated via use of the Services; and (b) suggestions, enhancement requests, recommendations, corrections and other feedback provided by or on behalf of Licensee relating to or in connection with the Services.

2.7 Licensee Data.

(a) Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Licensee Data, and PropDispatch shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or storage failure of any Licensee Data.

(b) The Services may enable Licensee to send information directly to one or more Licensee service providers. PropDispatch is not responsible for any information sent by Licensee to any service provider.

2.8 Government Users. If Licensee is any unit or agency of the United States government, Licensee agrees that the Services are "Commercial Computer Software" and Licensee is acquiring only "restricted rights" in the Services.

2.9 Support. PropDispatch may, from time to time, agree to provide support and/or other professional services to Licensee in connection with the Services (collectively, "Support"). Licensee shall be responsible for providing, at no cost to PropDispatch and on a timely basis, such materials, data, information, supplies and facilities, as well as access to Licensee's personnel, as reasonably necessary for the performance of Support, and PropDispatch shall be entitled to rely on the sufficiency and accuracy of such materials, data, information, supplies and facilities. Licensee will cooperate and provide PropDispatch with assistance as may reasonably be required to properly perform Support. Licensee acknowledges that its timely provision of and access to facilities, assistance, cooperation, materials and accurate information and data, in each case as may be requested by PropDispatch (collectively, "Cooperation"), may be essential to performance of Support, and that PropDispatch will not be liable for any delay or deficiency in providing Support if and to the extent such delay or deficiency results from Licensee's failure to provide Cooperation. Licensee acknowledges that such delays or deficiencies in providing Support may require an adjustment to the Fees (as defined below) associated with providing Support consistent with the scope and duration of the delay or deficiency.

III. FEES

3.1 Fee. In consideration of the license granted in Section 2.1, Licensee shall pay the fees set forth in Licensee's license agreement (the "Fees"). PropDispatch may modify the Fees or introduce new Fees upon advanced notice to Licensee as provided in the license agreement.

3.2 Payments. PropDispatch will invoice Licensee for the Fees on a monthly basis. Payment for each invoices is due upon receipt. Any amount not paid on or before the due date shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, calculated from the date payment is due until the date payment is made. All amounts payable under the license agreement by Licensee shall be paid in full without set-off, deduction or other withholding of any amount.

3.3 Taxes. The Fees do not include federal, state or local sales, use, property, excise or other taxes, duties or other levies now or hereafter imposed or payable, whether now or in the future, in connection with the Services or the license agreement, all of which shall be borne by Licensee, except for taxes based solely on the net income of PropDispatch. If any tax, duty or other levy becomes due or assessed on any payment by Licensee to PropDispatch hereunder, then Licensee shall: (a) pay the net amount of the Fees, charges or expenses to be paid to PropDispatch hereunder after deduction of the tax, duty or levy; (b) pay the amount of any such tax, duty or levy directly to the applicable taxing authority; and (c) certify to PropDispatch upon request that all such taxes, duties and other levies have been paid.

IV. TERMINATION

4.1 Term. The term of the license shall be as set forth in the license agreement.

4.2 Termination.

(a) Either party may terminate the license granted under the license agreement by giving written notice to the other party in the event the other party is in material breach of these terms and conditions or the license agreement and shall have failed to cure such breach within thirty (30) days of receipt of written notice thereof from the non-breaching party. Notwithstanding the foregoing, PropDispatch may immediately terminate the license in the event Licensee has failed to pay any Fee.

(b) PropDispatch may immediately terminate the license (i) as required by any law enforcement or other government or regulatory organization or authority or by the courts or if made illegal as a result of any act of the foregoing; or (ii) in the event that Licensee fails or is unable or acknowledges its inability to pay its debts as they fall due, makes any arrangement or compromise with or for the benefit of its creditors, or institutes or has instituted against it any bankruptcy or insolvency proceedings or has a receiver, trustee or equivalent appointed over its assets.

4.3 Effect of Termination. Upon termination of the license, Licensee shall immediately cease using the Services. Termination of the license or any suspension of the Services shall not entitle Licensee to any refund of any Fee to Licensee. The making of all payments required under the license and the terms and conditions of Articles 3, 5, 6, and 7 and Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, and 4.3 shall survive termination of the license. Termination of the license by either party pursuant to Section 4.2 shall be in addition to any other right or remedy which such party may have at law, in equity or the license and these terms and conditions.

V. DISCLAIMERS AND LIMITATIONS

5.1 Disclaimer of Warranties. LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES AND SUPPORT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL ITS EXISTING KNOWN OR UNKNOWN FAULTS. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, PROPDISPATCH HEREBY DISCLAIMS AND LICENSEE

WAIVES ALL REPRESENTATIONS, CONDITIONS, DUTIES AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION ANY REPRESENTATION, WARRANTY, DUTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR QUIET ENJOYMENT, (B) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE SERVICES OR SUPPORT, (C) AS TO THE RESULTS OBTAINED FROM USE OF THE SERVICES OR SUPPORT; OR (D) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. PROPDISPATCH DISCLAIMS ANY WARRANTY THAT THE SERVICES OR SUPPORT WILL BE ERROR FREE, THAT THE OPERATION OF ANY SERVICES WILL BE UNINTERRUPTED OR THAT ANY ERRORS IN THE SERVICES OR SUPPORT CAN BE CORRECTED.

5.2 Limitations and Exclusions of Liability. IN NO EVENT SHALL PROPDISPATCH, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF PROPDISPATCH, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY THEREOF. THE AGGREGATE LIABILITY OF PROPDISPATCH FOR CLAIMS ARISING UNDER THESE TERMS AND CONDITIONS AND THE LICENSE AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE FEES PAID TO PROPDISPATCH UNDER THE LICENSE AGREEMENT DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING A CLAIM.

VI. CONFIDENTIALITY

6.1 Disclosure and Use. Licensee shall hold the Services in the strictest confidence and shall not disclose or otherwise make any part of the Services available to any other person without the prior written consent of PropDispatch. Any disclosure of the Services to Licensee's employees shall be permitted only if such employees have a need to receive the Services and provided such employees are contractually or legally bound to an obligation of confidence. Licensee shall exercise the same degree of care to safeguard the confidentiality of the Services as Licensee exercises to safeguard the confidentiality of its own confidential and proprietary information, but in no event less than a reasonable standard of care.

6.2 Equitable Remedies. Licensee acknowledges and agrees that any threatened or actual breach of Section 6.1 shall constitute immediate, irreparable harm to PropDispatch that cannot be compensated by money and as to which equitable remedies shall be awarded by a court of competent jurisdiction. Licensee hereby expressly waives the requirement of posting bond and the right to a hearing prior to the issuance of any order by a court of competent jurisdiction granting possession of the Services to PropDispatch.

VII. GENERAL

7.1 Jurisdiction and Venue. The license agreement and these terms and conditions will be governed by the laws of the State of Texas without giving effect to the principles of conflicts of law. Each party agrees that any judicial proceeding brought to enforce any provision of these terms and conditions and the license agreement or to recover damages for its breach shall be brought exclusively in the state and federal courts located in Texas, and the parties waive any objections to jurisdiction or venue of any such court.

7.2 No Assignment. Licensee may not assign its benefits or delegate its duties under these terms and conditions or the license agreement without the prior written consent of PropDispatch. Any attempted assignment or delegation by Licensee without such prior written consent will be void. These terms and conditions and the license agreement will be binding upon and inure to the benefit of each party and its permitted successors and assigns.

7.3 Force Majeure. PropDispatch shall not be liable for delay or failure in performance resulting from acts beyond the control of PropDispatch, including but not limited to (and whether similar or dissimilar) acts of God, acts of war, terrorism, riot, fire, flood, or other disaster, acts of government, strike, lockout or power failure.

7.4 Notices. Any notice required under the license agreement or these terms and conditions must be in writing and will be deemed received when actually received and delivered by (a) United States mail, certified or registered, return receipt requested, or (b) confirmed private commercial overnight courier service; provided that, in each case, such notice is properly addressed or transmitted to the address of the party indicated below or to such other address as a party may provide to the other party in accordance with this provision:

If to PropDispatch:

PropDispatch LLC
Attn: Legal
2777 Allen Parkway, Suite 600
Houston, TX 77019

If to Licensee:

To the address for Licensee set forth in the license agreement.

7.5 Severability. Any provision of these terms and conditions that is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of these terms and conditions or affect the validity or enforceability of such provision in any other jurisdiction. In addition, any such prohibited or unenforceable provision will be given effect to the extent possible in the jurisdiction where such provision is prohibited or unenforceable.

7.6 Entire Agreement. These terms and conditions and the license agreement constitute the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, both written and oral.

7.7 Amendments and Waivers. These terms and conditions may be modified or waived from time to time by PropDispatch.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their authorized representatives as of the date first set forth above.

LICENSEE:

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

PROPDISPATCH:

PROPDISPATCH LLC

By: _____

Name: _____

Title: _____