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API Contract No.: 2018-111817-1

DDC Public Affairs
805 15th Street, NW, Suite 300
Washington, DC 20005

API Contract Number 2018-111817 between the American Petroleum Institute (API) and DDC Public Affairs, (DDC) for work relating to the

is amended as follows:

1. DDC will perform additional work as specified in its proposal dated February 7, 2018, which is attached and made a part hereof. Specifically,
2. DDC will perform the additional work specified under this amendment for a cost not to exceed Thus, the total agreement amount is increased from an amount not to exceed to an amount not to exceed
3. Section 21 shall be deleted in its entirety and replaced with the following:

21. **Ownership.** Except for the license rights expressly granted herein, this Agreement does not transfer from DDC to Client any DDC Technology, and all right, title, and interest in and to DDC Technology will remain solely with DDC. Except for the license rights expressly granted herein, this Agreement does not transfer from Client to DDC any Client Technology, and all right, title, and interest in and to Client Technology will remain solely with Client. Notwithstanding anything to the contrary in this Agreement, DDC will not be prohibited or enjoined at any time by Client from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another client of DDC.

Client grants to DDC a limited, non-exclusive license to the API Technology and API Materials for the limited purpose of providing the Services herein; provided that such limited license shall terminate immediately upon the termination of this Agreement. Any DDC Technology made available for Client's use under any SOW and/or ATP will be licensed to Client, and Client shall not own nor acquire any interest in such DDC Technology, except as explicitly provided therein. Under no circumstances shall client attempt to: (1) copy the DDC Technology, (2) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code from any DDC Technology; (3) write or develop any derivative or other software programs, based, in whole or in part, upon the DDC Technology.

An equal opportunity employer

The Services described in a SOW and/or ATP may include the production of written materials that may be Work Product. DDC hereby retains the rights to DDC's existing methodologies, processes, ideas, templates, forms, and other standardized written materials utilized in the preparation of the Work Product, including, without limitation, portions of text included in the Work Product ("DDC's Work"). DDC retains the right to utilize DDC's Work in work prepared for other of DDC's clients in the future. None of Client's Confidential Information, API Materials or API Technology or any other information obtained by DDC from Client will be considered part of DDC's Work. Excluding DDC's Work, all other right, title, and interest in the Work Product, including any data that is collected by DDC on behalf of API as part of the Services, is hereby transferred to Client.

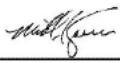
In all other respects, the terms and conditions of the above agreement shall remain in full force and effect.

If the foregoing is acceptable, please sign below and return one copy of this letter to API.

DDC Public Affairs

American Petroleum Institute




Mike Sommers
President and CEO

Date: 8/23/2018 | 3:07 PM EDT

Date: 8/23/2018 | 3:20 PM EDT