IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

REALTIMEZONE, INC.,

Plaintiff,

vs.

HALLIBURTON ENERGY SERVICES, INC.

Defendant.

COMPLAINT FOR BREACH OF CONTRACT, FRAUD, AND PATENT INFRINGEMENT

Plaintiff Realtimezone, Inc. ("RTZ") complains of Defendant Halliburton Energy Services, Inc. ("Halliburton") as follows:

THE PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a New Mexico corporation with its principle place of business in New Mexico.

2. Halliburton is a Delaware corporation with its principle place of business in Texas. Halliburton maintains a registered agent for service of process in New Mexico and does business in New Mexico.

3. RTZ’s claims arise under 35 U.S.C. § 271, there is diversity of citizenship between the parties, and, upon information and belief, the amount in controversy exceeds $75,000 exclusive of interests and costs. This Court, therefore, has subject matter jurisdiction over RTZ’s claims under 28 U.S.C. §§ 1331, 1332, 1338, and 1367(a).
4. Venue is proper in the District of New Mexico under 28 U.S.C. §§ 1391(b) and 1400(b).

GENERAL ALLEGATIONS


6. RTZ has the exclusive rights to license the Patented Process and sue for patent infringement pursuant to the Exclusive Patent License Agreement between RTZ and the United States Department of Energy, attached as Exhibit A.

7. RTZ registered the Patented Process in Brazil, Venezuela, Great Britain, and Canada.

8. RTZ licensed the Patented Process to Halliburton pursuant to the January 1, 2001 License Agreement between RTZ and Halliburton, attached as Exhibit B.

9. Halliburton marketed the Patented Process in various oil and gas trade publications and at international oil and gas industry conferences and expositions.

10. Halliburton knowingly has used, offered to sell, and sold the Patented Process in the United States and specifically in New Mexico.

11. On a quarterly basis since the inception of the License Agreement, Halliburton has reported to RTZ in writing, an example of which is attached as Exhibit C, that Halliburton has not used the Patented Process and does not owe RTZ any royalties pursuant to the License Agreement, even though Halliburton knows it has used, offered to sell, and sold the Patented Process.
12. In the Fall of 2005, RTZ exercised its right under the License Agreement to audit Halliburton’s use of the Patented Process. Halliburton, however, refused to provide RTZ with information on Halliburton’s use of the Patented Process in any country outside the United States as RTZ had requested. Instead, Halliburton told RTZ that it would have to travel to foreign countries to conduct audits there even though the License Agreement does not contain such a requirement. Upon information and belief, Halliburton took this position to prevent RTZ from discovering that Halliburton had used, offered to sell, and sold the Patented Process in foreign countries where RTZ had registered the Patented Process in order to avoid paying RTZ royalties under the License Agreement.

13. During the Fall 2005 audit, RTZ discovered, and Halliburton admitted, that Halliburton had used the Patented Process and owed RTZ royalties of some unspecified amount under the License Agreement. Halliburton, however, continues to report quarterly to RTZ that Halliburton has not used the Patented Process and owes RTZ no royalties under the License Agreement.

14. To date, Halliburton has not paid RTZ a single royalty due under the License Agreement.

**COUNT I**

**BREACH OF CONTRACT**

15. RTZ incorporates each and every foregoing paragraph as if fully set forth herein.

16. Halliburton breached the License Agreement by failing to account for its use of the Patented Process and paying royalties due to RTZ pursuant to the License Agreement.

17. Halliburton’s conduct, including but not limited to refusing to give RTZ access to information necessary to audit Halliburton’s use of the Patented Process outside the United
States during the 2005 audit, is in bad faith and violates the covenant of good faith and fair dealing implied in the License Agreement.

18. Halliburton’s willful, bad faith breach of the License Agreement has damaged RTZ, entitling it to compensatory and punitive damages in an amount to be determined at trial.

COUNT II

FRAUD

19. RTZ incorporates each and every foregoing paragraph as if fully set forth herein.

20. Halliburton knowingly reporting to RTZ on a quarterly basis since inception of the License Agreement that Halliburton did not use the Patented Process when Halliburton knew it had used the Patented Process.

21. Halliburton made these statements with the intent to deceive RTZ into believing that Halliburton had not used the Patented Process in the quarter preceding each quarterly report in order to induce RTZ to rely on those statements and avoid paying RTZ royalties under the License Agreement.

22. RTZ reasonably relied on Halliburton’s statements that no royalties were due to RTZ to its detriment of not receiving royalties Halliburton owes RTZ under the License Agreement.

23. Halliburton’s willful fraud has damaged RTZ, entitling it to compensatory and punitive damages in an amount to be determined at trial.

COUNT III

PATENT INFRINGEMENT

24. Plaintiff incorporates each and every foregoing paragraph as if fully set forth herein.
25. Halliburton has used, offered to sell, and sold the Patented Process in the United States without paying RTZ any royalties under the License Agreement thereby infringing Patent No. 6,439,310 B1 in violation of 35 U.S.C. § 271 and causing RTZ damage.


WHEREFORE, Plaintiff Realtimezone, Inc. prays for an award of compensatory and punitive damages in an amount to be determined at trial together with an award of enhanced damages and attorneys’ fees pursuant to 35 U.S.C. §§ 284-285, and costs, pre- and post-judgment interest, and whatever further relief the Court deems just and proper.

Submitted by:

DAVIS & GILCHRIST, P.C.

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UNITED STATES DEPARTMENT OF ENERGY
NATIONAL ENERGY TECHNOLOGY LABORATORY

EXCLUSIVE PATENT LICENSE AGREEMENT

This License Agreement (Agreement) is entered into this 20th day of April 2001 by the United States of America, as represented by the United States Department of Energy (DOE), National Energy Technology Laboratory (hereinafter called "LICENSOR") and RealtimeZone, Inc. (hereinafter called "LICENSEE"), both being hereinafter jointly referred to as the "Parties".

ADDRESS OF LICENSEE:
100 N. Penn
Roswell, New Mexico 88203

LICENSED INVENTION(S):
"Real-time Reservoir Fracturing Process," and patents resulting from any related divisional or continuation application.

SCOPE OF LICENSE:
Exclusive license to manufacture, use and sell worldwide for the full term of any patent based on a LICENSED INVENTION.

WITNESSETH:

WHEREAS, LICENSOR has an undivided right, title, and interest in and to an invention related to a downhole-mixed real-time reservoir stimulation system by virtue of the fact that one of the co-inventors, Gary L. Covatch, is a Federal employee, who has agreed to assign his rights in the inventions to the LICENSOR;

WHEREAS, LICENSEE, a small business entity, has the remaining undivided right, title, and interest in the inventions under the provisions of Public Law 96-517 by virtue of the fact that the invention was conceived or first actually reduced to practice under Department of Energy (DOE) cooperative agreement no. DE-FC26-99FT40129; and

WHEREAS, the Parties desire to promote the patenting, licensing, developing and commercializing of the invention, and any Letters Patent that shall issue thereon.

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants and obligations hereinafter contained, and other good and valuable consideration, the Parties hereto agree as follows:

EX. A
1. As authorized by 35 U.S.C. 202(e), LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts, subject to the terms and conditions herein recited, an exclusive license to practice the LICENSED INVENTION as specified herein for the period of this license. This license is subject to the reservation by the Government of a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention or have the invention practiced throughout the world by or on behalf of the government.

2. LICENSEE agrees to prosecute a United States patent application related to the LICENSED INVENTION. LICENSEE will include in the application and any patent issuing thereon a statement specifying that the invention was made with U.S. Government support and that the Government has certain rights in the invention. LICENSOR will cooperate fully in any such patenting activities, but will not be required to incur any expenses in connection therewith. LICENSEE will pay the patenting costs associated with the U.S. Patent and Trademark Office, and with filing and prosecuting patent applications in those foreign countries that it believes are appropriate.

LICENSEE will notify LICENSOR of the foreign countries in which it intends to file in sufficient time to allow DOE to file and prosecute patent applications in other foreign countries at LICENSOR's own expense. LICENSEE will cooperate fully with LICENSOR in any such foreign patenting activities but will not be required to incur any expenses in connection therewith.

3. LICENSEE agrees to pay the maintenance expenses associated with the patent(s) throughout their life. In the event LICENSEE elects to discontinue, or is unable to make maintenance payments, LICENSEE agrees to assign to DOE any such patent on which DOE desires to pay the maintenance payment.

4. All sublicenses shall include the rights retained by LICENSOR, including the government use license in Article 1 and the substantial U.S. manufacture requirement in Article 14. LICENSEE shall promptly furnish LICENSOR with a copy of any executed sublicense, and if in a foreign language, an English text thereof.

Sublicense agreements will require the approval of LICENSOR only if the potential sublicensee is a foreign-owned or -controlled company. LICENSEE shall promptly furnish LICENSOR with a copy of any such proposed sublicense, and if in a foreign language, an English text thereof. Any such sublicense shall not be effective until approval is secured from LICENSOR in writing.

5. LICENSEE shall submit annual written reports within thirty (30) days of the anniversary date of this Agreement showing the information listed in this Section 5. The information to be reported shall include for the LICENSED INVENTION:
(1) the number of licenses executed by LICENSEE during such calendar year;

(2) the number of reservoir operations performed by LICENSEE or its sublicensees, during such calendar year;

(3) the amount of royalty payments received by LICENSEE during such calendar year; and

(4) the total amount of royalties payable to LICENSOR for such calendar year.

The obligation to submit reports under this Section 5 shall not require LICENSEE to pay royalties at the time such reports are submitted, unless a royalty is due at such time under Section 6. When specifically requested by LICENSOR, but no more frequently than annually, LICENSEE shall submit a report on its efforts to bring the LICENSED INVENTION(S) to a point of practical application, and the extent to which LICENSEE thereafter continues to make the benefits of the inventions reasonably accessible to the public.

In the event there are no licenses signed or payments received during any reporting period, a written report shall be made to that effect by LICENSEE to LICENSOR. LICENSEE shall from time to time during the period of any license issued by LICENSEE, and for a period of three years thereafter, permit LICENSOR, by its authorized representative, to examine the books of account of LICENSEE at the cost and expense of LICENSOR to such an extent as may be reasonably necessary for LICENSOR to determine the accuracy of any such statement.

6. LICENSEE agrees to pay LICENSOR 5.0% of any and all royalty that LICENSOR receives as the result of the sublicensing of the LICENSED INVENTION. LICENSEE shall pay to DOE within thirty (30) days after each anniversary date of this Agreement, any royalty payments due and payable under this Agreement. All payments due are expressed in, and shall be paid in, United States of America currency. All payments due LICENSOR are understood to be net payments free of transfer and bank fees, and free of any taxes or other deductions. Checks shall be made payable to the U.S. Department of Energy and forwarded to the Budget and Financial Management Division, U.S. Department of Energy, National Energy Technology Laboratory, P.O. Box 880, Morgantown, WV 26507-0880. The envelope shall designate "Royalty Payment."

LICENSEE shall keep true books of account containing an accurate record of all data necessary for the computation of any royalty fees payable under this Agreement.

In the event any payment is not made when due, the payment shall accrue interest,
beginning on the first day following the date such payment is due, calculated at the annual rate of the sum of (a) two percent (2%) plus (b) the prime interest rate quoted by Chase Manhattan Bank, New York, New York, on the date such payment is due, or on the date such payment is made, whichever is higher, the interest being compounded on the last day of March, June, September and December, provided that in no event shall such interest rate exceed the maximum legal interest rate for the UNITED STATES OF AMERICA. Such payment, when made, shall be accompanied by all interest so accrued.

7. LICENSEE shall promptly report to LICENSOR any change in mailing address, name, or company affiliation during the period of this Agreement, and LICENSEE shall promptly report discontinuance of it making the benefits of the assigned inventions reasonably accessible to the public.

8. It shall be sufficient giving of any notice or other communication in writing by a Party to this License to the other Party, if the Party desiring to give such notice or other communication shall deposit a copy of such notice or communication in the Post Office for transmission by registered or certified mail in an envelope properly addressed to the Technology Transfer Manager, U.S. Department of Energy, National Energy Technology Laboratory, P.O. Box 880, Morgantown, WV 26507-0880, or to RealtimeZone, Inc., 100 N. Penn, Roswell, New Mexico 88203. The date of such notice or other communication shall be construed to be the date on which said copy was deposited in the Post Office in an envelope properly addressed and mailed, as aforesaid. The Post Office receipt showing the deposit of such envelope and the date of such deposit shall be prima facie evidence of these facts.

9. Any agreement to change any terms or conditions of this Agreement shall be valid only if the change is made in writing, and executed by both Parties.

10. The construction, validity, performance, and effect of this agreement for all purposes shall be governed by the laws applicable to the Government of the United States.

11. Nothing contained in this license shall be interpreted to give to LICENSEE any rights with respect to any invention(s) other than the LICENSED INVENTION(S).

12. If the license involves application(s) for Letters Patent, LICENSOR makes no representation or warranty that Letters Patent will issue on such patent application(s).

13. The license may extend to subsidiaries of the LICENSEE, but is not assignable without approval of LICENSOR in writing, except to the successor of that part of LICENSEE's business to which the invention(s) pertain.
14. LICENSEE agrees that, for use and sale of the LICENSED INVENTION(s) in the United States, any products embodying the LICENSED INVENTION(s) or produced through the use of the invention(s) will be manufactured substantially in the United States.

15. LICENSOR makes no warranty or representation as to the validity of any licensed patent(s) or patent application(s) or that the exercise of this license will not result in the infringement of any patent(s), nor shall LICENSOR assume any liability whatsoever resulting from the exercise of this license.

16. LICENSOR makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatever with respect to manufacture, use, sale, or other disposition by LICENSEE, or its vendees or transferees, of products incorporating or made by use of LICENSED INVENTION.

17. This license may be terminated by LICENSOR in whole or in part (a) for LICENSEE's failure to make any payments or periodic reports required by this license, or (b) for LICENSEE's substantial breach of any covenant or agreement contained herein.

18. Before modifying or terminating this Agreement for any cause, LICENSOR shall furnish to LICENSEE, and to any sublicensee of record, a written notice of LICENSOR's intention to modify or terminate the Agreement, with reasons therefor. LICENSEE shall be allowed thirty (30) days from the date of the mailing of such notice to remedy any breach of any term or condition referred to in the notice, or to show cause why the Agreement should not be modified or terminated.

19. LICENSEE has a right to appeal, in accordance with procedures specified in 10 C.F.R. 781, any decision concerning the modification or termination, in whole or in part, of this license.

20. LICENSEE may terminate this license after the first or any subsequent anniversary date of this license, upon not less than sixty (60) days prior written notice to the LICENSOR.

21. LICENSEE shall have the right to sue, at its own expense, infringers of the patent(s) licensed hereunder. LICENSEE agrees to notify LICENSOR at the instigation of any such litigation, and to keep LICENSOR informed of its progress. LICENSEE may join LICENSOR, upon LICENSOR'S consent, as a Party complainant in such suit, but without expense to LICENSOR, and LICENSEE shall pay all costs that may be rendered against LICENSOR in such suit. LICENSOR shall also have an absolute right to intervene in any such suit at its own expense.

22. Nothing in this Agreement relieves LICENSEE from its responsibilities under the intellectual property provisions of DOE cooperative agreement no. DE-FC26-99FT40129.
In witness whereof, the parties have executed this Agreement this ____ day of April 2001.

United States Department of Energy
National Energy Technology Laboratory

Rita A. Bajura, Director

Date: 4/20/01

RealtimeZone, Inc.

George L. Scott III, President

Date: 4/17/01
LICENSE AGREEMENT

This Agreement, effective January 1, 2001, is by and between Real Time Zone, Inc., a New Mexico corporation having a place of business at Roswell, New Mexico ("RTZ"), and Halliburton Energy Services, Inc., a Delaware corporation having a place of business at Houston, Texas ("HALLIBURTON").

WHEREAS, RTZ is the owner or the exclusive licensee with the rights to sublicense of the United States Letters Patent Application No. 60/232,717 and United States Letters Patent Application No 09/844,915 which involve downhole blended fracturing technology; and

WHEREAS, HALLIBURTON desires to obtain, and RTZ is willing to grant HALLIBURTON, a license under this application on the terms and conditions specified;

NOW, THEREFORE, in consideration of the promises and mutual agreements below, the parties agree as follows:

ARTICLE I

As used in this Agreement:

1.1 "Licensed Patents" means (a) United States Patent Application No. 60/232,717 entitled Real Time Reservoir Fracturing Process Including Carbon Dioxide And Nitrogen and United States Patent Application No. 09/844,951 entitled Real-Time Reservoir Fracturing Process, (b) any patents or pending patent applications claiming priority from the application described in subsection (a) above, (c) any patents that issue from any divisional, continuation, or continuation-in-part applications of the patent applications listed in subsections (a) or (b) above, and (d) any reexamination certificates, reissue patents, or foreign counterparts that may issue with respect to any of the or patent applications described in subsections (a)-(c) above.

1.3 "Licensed Operation" means any services Sold that utilize or benefit from the Licensed Patents, including any services that, if unlicensed, would infringe any claim of the Licensed Patents or that use apparatus that would infringe any claim of any of the Licensed Patents. Licensed Operation shall include the rental or leasing of goods and/or equipment by HALLIBURTON to third parties, and the sale of any goods and/or equipment by HALLIBURTON to third parties involved in the performance of services sold.

1.4 "Sold" means having entered into any written or oral contract for the provision of services, in exchange for any past, present, or future consideration, in connection with any Licensed Operation.

1.5 "Revenue" means the amount invoiced to an unrelated third-party customer for a Licensed Operation in an arms' length transaction conducted in any country where Licensed Patents exist, exclusive of allowances for cancellations. Revenue shall be based upon the goods and/or services charged for Licensed Operations, including labor charges, and any charges for downhole equipment. If a Licensed Operation is Sold as part of a more comprehensive system leased or a more comprehensive performance of services, or is otherwise Sold in conjunction with other equipment leased or sold or in conjunction with other services performed, then Revenue shall be based on the normal and customary price for the Licensed Operation if marketed separately. Revenue for any Licensed Operation leased to or performed for a customer under circumstances which do not constitute a normal and customary sale of a Licensed Operation marketed to an unrelated third party customer shall be based on the normal and customary sale of the Licensed Operation.

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HALLIBURTON agrees not to discount Revenue for any Licensed Operation more than its ordinary and customary discount for other fracturing services. Any consideration received in foreign currency shall be converted to U.S. dollars at the official foreign exchange rate in effect on the last day of the calendar quarter during which payment is made.

1.6 “Affiliate” means any corporation or other business entity, at least fifty percent (50%) of whose capital carrying the right to vote for or elect directors is owned or (directly or indirectly) controlled by or under common control with the party as of the effective date of this Agreement.

ARTICLE II

2.1 Subject to the remaining provisions of this Agreement, RTZ grants to HALLIBURTON and its Affiliates, a non-exclusive, non-transferable, worldwide right and license under the Licensed Patents:

(a) to perform, offer to perform, or have Sold any Licensed Operation;

(b) to make, have made, use, or import into the U.S. any apparatus for use by HALLIBURTON in connection with any Licensed Operation; and

(c) to sell, offer for sale, have sold, or import into the U.S. any product produced by any process that would infringe one or more claims of the Licensed Patents.

HALLIBURTON shall pay RTZ a royalty on all Licensed Operations performed by it or its Affiliates, in the amounts defined in Article III below.

2.2 Until two (2) years after the date of execution of this Agreement, the license granted in Section 2.1 above shall be exclusive, subject to RTZ’s limited right to use the Licensed Patents as set forth below in Section 2.4 and the rights of the United States as set forth in the agreement referenced below in Section 2.5, including specifically the use license retained by the Government in Article 1 and the substantial U.S. manufacture requirement in Article 14 of the Exclusive Patent License Agreement. HALLIBURTON agrees to pay RTZ $3,000.00 upon execution of this Licensed Agreement. In the event that HALLIBURTON wishes to maintain its exclusive license after such two (2) year period, HALLIBURTON must notify RTZ within ninety (90) days of the end of such period of its intent, and shall pay RTZ $45,000.00 for the exercise of its continued exclusive license and the royalty set forth in Article III below. In the event HALLIBURTON elects not to maintain its exclusive license, the license to HALLIBURTON shall become nonexclusive after such two (2) year period.

2.3 In the event that HALLIBURTON elects to maintain its exclusive licenses as set forth in paragraph 2.2 above, HALLIBURTON shall, after such election, have the right to sub-license the Licensed Patents to any third party, provided that the royalty paid to RTZ by such third party shall not be less than the royalty which would have been paid by HALLIBURTON for the Licensed Operation. HALLIBURTON shall also have the right, during the period in which its license is exclusive, to bring an action for patent infringement against a third party in the name of the patentee at HALLIBURTON’s sole expense. RTZ agrees to assist and cooperate in any such infringement action against a third party.

2.4 For the period when the license to HALLIBURTON is exclusive, RTZ reserves the right to use the Licensed Patents on wells operated by RTZ or George Scott III, and on wells for which RTZ or George Scott III has a contract to performed Licensed Operations.

2.5 This license is expressly subject to the rights of the United States Department of Energy as set forth
in an Exclusive Patent License Agreement dated April 20, 2001, and Halliburton agrees to abide by the terms of that Agreement to the extent that those terms affect the rights and duties of Halliburton under this License Agreement.

ARTICLE III

3.1 For Licensed Operations performed prior to the exclusivity election and during the term of this Agreement, HALLIBURTON shall pay RTZ a royalty of $50.00 per Licensed Operation or 0.5% of the Revenue from any Licensed Operation that is performed anywhere in the world where Licensed Patents exist by HALLIBURTON or its Affiliates, whichever is greater.

3.2 In the event that HALLIBURTON does not elect to maintain its exclusive license as set forth in Section 2.2 above, for Licensed Operations, HALLIBURTON shall, during the remaining term of this Agreement, pay RTZ a royalty of $50.00 per Licensed Operation or 0.5% of the Revenue from any Licensed Operation that is performed anywhere in the world where Licensed Patents exist by HALLIBURTON or its Affiliates, whichever is greater.

3.3 In the event HALLIBURTON elects to maintain its exclusive license as set forth in Section 2.2 above, for Licensed Operations performed subsequent to such election, HALLIBURTON shall, during the term of this Agreement, pay RTZ a royalty of $75.00 per Licensed Operation or 0.75% of the Revenue from any Licensed Operation that is performed anywhere in the world where Licensed Patents exist by HALLIBURTON, whichever is greater. In the event HALLIBURTON elects to maintain its exclusive license, it shall reimburse RTZ for all patent maintenance or annuity fees incurred after such exclusive election on behalf of the Licensed Patents up to a maximum not-to-exceed cost of $10,000.00 per year.

3.4 RTZ and HALLIBURTON each agree to assist each other in co-authoring publications and technical presentations regarding the Licensed Patents. In the event that HALLIBURTON wishes for RTZ to travel to promote the Licensed Patents HALLIBURTON agrees to reimburse RTZ for reasonable travel expenses and a per diem rate of $650.00.

3.5 In the event that RTZ shall fail to obtain any issued patent in the United States relating to Licensed Operations within three (3) years of the effective date of this agreement, HALLIBURTON shall have no further obligation to pay any royalty for the performance of any Licensed Operation in any country in which Licensed Patents exist until actual issue of a patent covering Licensed Operations in the particular country.

3.6 HALLIBURTON shall keep records of all Revenue from Licensed Operations made, used, or Sold by HALLIBURTON during the term of this Agreement, sufficient to permit verification, in accordance with Sections 3.7 and 3.8 below, of the accuracy and completeness of the information required to be reported and the royalties required to be paid under this Agreement. HALLIBURTON shall not be required to keep such records beyond two (2) years after each payment due date specified in Section 3.7 below.

3.7 On or before the 15th day of February, May, August, and November of each year during the term of this Agreement, and on the forty-fifth (45th) day after termination of this Agreement, HALLIBURTON shall send RTZ a written report showing separately (a) the Revenue for Licensed Operations Sold by HALLIBURTON during the preceding calendar quarter, (b) the computed amount due RTZ.

3.8 RTZ shall have the right, during reasonable business hours and upon notice to HALLIBURTON, to have the correctness of any such report audited, at RTZ's expense, by a firm of independent public
accountants, selected by RTZ and reasonably acceptable to HALLIBURTON, which shall examine HALLIBURTON’s records only on matters pertinent to this Agreement. No more than one such audit shall be performed per calendar year. In the event it shall be determined by the independent public accountants, at any time, that HALLIBURTON has under-reported royalties properly due with respect to the audit period in an amount in excess of ten percent (10%), then HALLIBURTON shall, in addition to any other remedy provided RTZ by law or by this Agreement, reimburse RTZ’s full cost and expense associated with such audit.

3.9 All payments under this Agreement shall be made without deduction of taxes or charges of any kind and shall be delivered in United States currency payable to RTZ, at an address designated by RTZ. RTZ may designate a bank and account into which funds shall be deposited instead, in which case the funds shall be deposited by wire transfer or in immediately available funds. Time is of the essence in the deposit or payment of funds under this Agreement.

3.10 In the event that HALLIBURTON fails to perform any Licensed Operation during the 2002 calendar year or any calendar year thereafter, then RTZ shall be entitled to terminate the exclusive nature of this Agreement upon notice to HALLIBURTON.

3.11 In the event that HALLIBURTON determines that a third party is offering services using the process of the Licensed Patents prior to issue of any US Patent, it will notify RTZ and provide evidence of the services being offered. After notifying RTZ of the third party activity, Halliburton shall escrow all further royalties payable to RTZ under this Agreement in a separate account, subject to eight percent (8%) per annum interest until such time as a US Patent issues relating to the Licensed Operations. HALLIBURTON shall continue to make all other reports and maintain all other records as required under this Agreement. HALLIBURTON shall pay to RTZ the balance of the escrow account within thirty (30) days of notification by RTZ of the issuance of a US Patent relating to Licensed Operations. If no US Patent issues related to the Licensed Operations within three (3) years of the effective date of this Agreement, HALLIBURTON shall have no obligation to pay any sum contained within the escrow account to RTZ.

ARTICLE IV

4.1 RTZ SHALL NOT BE LIABLE FOR ANY CONSEQUENCE OR DAMAGE ARISING OUT OF OR RESULTING FROM ANYTHING MADE AVAILABLE UNDER THIS AGREEMENT, OR FOR THE EXERCISE BY HALLIBURTON OR ITS SUBLICENSEES OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT, NOR BE LIABLE TO HALLIBURTON FOR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES. IN PARTICULAR, HALLIBURTON HEREBY INDEMNIFIES AND AGREES TO DEFEND RTZ AGAINST ANY CLAIM, DEMAND, SUIT, OR JUDGEMENT AGAINST RTZ BY ANY CUSTOMER OF HALLIBURTON.

ARTICLE V

5.1 This Agreement and licenses relating to the Licensed Patent shall continue in full force and effect, unless sooner terminated as provided by this Agreement, until the expiration date of the last-to-expire of the Licensed Patents or until a final decree of invalidity of all unexpired Licensed Patents from which no appeal or other judicial recourse can be, or is, taken. HALLIBURTON shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to RTZ.

5.2 RTZ may terminate this Agreement upon notice to HALLIBURTON if:
(a) HALLIBURTON remains in default in making any payment or report required under this agreement or fails to comply with any other provision of this Agreement for a period of thirty (30) days, in each case after written notice of such default or failure is given by RTZ to HALLIBURTON; provided that, if HALLIBURTON becomes in default in making any two successive payments or reports required under this Agreement on a timely basis, RTZ shall be entitled to terminate this Agreement immediately upon notice to HALLIBURTON, unless a genuine and good faith dispute exists as to the amount due and any amounts not in dispute are timely paid;

(b) HALLIBURTON is determined by a court of competent jurisdiction to have willfully or deliberately violated any provision of this Agreement, or to have concealed from RTZ any failure to comply with this Agreement, including but not limited to the deliberate or willful understatement of royalties payable or the refusal to timely pay royalties, or is determined to have acted other than in good faith in breach of any provision of this Agreement; in such event, the termination shall, at RTZ's option, be effective as of the date of notice given by RTZ;

(c) HALLIBURTON engages in or contributes to any unauthorized infringement of the Licensed Patents, and has not cured such default within a period of thirty (30) days after written notice from RTZ; or

(d) HALLIBURTON contests the validity of any Licensed Patent by filing or causing others to file any legal action or any proceeding for reexamination of any of the Licensed Patents;

5.3 Any termination of this Agreement shall not relieve HALLIBURTON of liability for any payments accrued or owing before the date of such termination or of its obligations to report to RTZ the information required by Sections 3.7 and 3.8 above as to activities before the termination date.

ARTICLE VI

6.1 This Agreement may, at any time, and without HALLIBURTON's consent, be assigned by RTZ without such assignment operating to terminate, impair, or in any way change any obligations or rights that RTZ would have had, or any of the obligations or rights that HALLIBURTON would have had, if such assignment had not occurred. After the making of any such assignment by RTZ, the assignee shall be substituted for RTZ as a party to this Agreement and RTZ shall no longer be bound by this Agreement.

6.2 This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of all parties, but no purported assignment or transfer by HALLIBURTON of all or part of this Agreement, except an assignment as part of a sale or other conveyance of the entire business of HALLIBURTON relating to Licensed Operations, shall have any force or validity whatsoever.

ARTICLE VII

7.1 All notices to, demands, consents, or communications that any party may desire or may be required to give to the other must be in writing, shall be effective upon receipt in the United States after having been sent by registered or certified mail or sent by facsimile transmission and addressed to such address as shall have been designated by notice from the addressee for addressing of notices to it, or if no such designation shall have been made, then to the address of the party appearing above. Receipt shall be presumed on the date of proper transmissions as to facsimile transmissions and
otherwise within three (3) business days. No notice shall be deemed ineffective under this section if it is actually received by addressee. Unless further notice is given the address of the parties shall be:

REAL TIME ZONE, INC.
100 North Pennsylvania
Roswell, New Mexico 88201
Licensing Department
Halliburton Energy Services, Inc.  
P.O. Drawer 1431  
Duncan, OK 73536  
Attn: Intellectual Property Practice Group

7.2 No failure or delay to act upon any default or to exercise any right, power, or remedy under this Agreement will operate as a waiver of any such default, right, power, or remedy.

7.3 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes and cancels all previous oral or written understandings, negotiations, commitments, representations, and agreements. This Agreement may not be modified or amended except in writing duly signed by authorized persons on behalf of the parties.

7.4 If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable under the applicable laws or regulations of the United States or any other jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken and severed from the rest of the Agreement, but in any event the remainder of this Agreement shall remain in full force and effect.

7.5 This Agreement does not make either party to this Agreement the agent of the other party for any purpose, nor or does either party to this Agreement have the right or authority to assume, create, or incur any liability of any kind, express or implied, against or on behalf of the other party.

AGREED to and executed by the following duly authorized officers of the parties, as of the date set forth below.

Halliburton Energy Services, Inc.  
By:  
Name:  
Title: VP PRODUCTION MANAGEMENT  
Date: 5/8/10

REAL TIME ZONE, INC.  
By:  
Name:  
Title: President  
Date: 5/8/10
April 15, 2005

COM-05-680
0152/4002518

REAL TIME ZONE, INC.
Licensing Department
100 North Pennsylvania
Roswell, New Mexico 88201

RE: RTZ License Agreement

To Whom It May Concern:

There were no licensed operations performed during the 1st quarter, 2005, therefore no royalty due.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

[Signature]

Mike Edge
Accounts Receivable

ME:sw

cc: Robert Kent, Legal
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TOTAL DUE $0.00