

General Terms Of Agreements for EarthQuick License and Maintenance

Rev. Jan. 2019
EarthQuick Sàrl

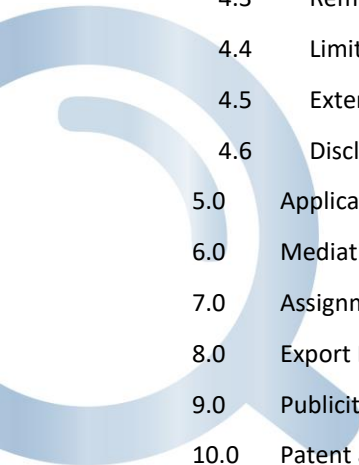
SOFTWARE TERMS AND CONDITIONS FOR LICENSES OF EarthQuick™

These Terms and Conditions are a legal agreement between EarthQuick Sàrl and You. By using the Software, You acknowledge to have read, understood and agreed to be bound by the terms and conditions of the contract indicated below.

If You have ordered Software and comply with these license terms, the following terms and conditions apply to Your use of the Software.

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1.0 Definitions

“Agreement” means Owner’s Quotation to You or Your purchase order and includes these Terms and Conditions and any addendum, modification or supplement.

“Computer” means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Derivative Works" means any software program and any support materials, including but not limited to manuals, flow charts, and specifications, derived from, written and/or produced by, or incorporating any part of the Software, as defined here-below.

"Documentation" means manuals, handbooks, maintenance libraries, and other publications in whatever form supplied or made available to You or to which You have been given access to in connection with the Software.

"Embedded Software" means third party software included or embedded as part of the Software licensed under this Agreement.

"External Software" means stand-alone, off-the-shelf, third party software listed in Owner's Quotation and licensed to You under these Terms and Conditions.

"Geographic Unit" means the area covered by a local area network no larger in radius than 1000 kilometers from the license server or within the same metropolitan area.

"Intellectual Property" means all trademarks or trade names (whether common-law or registered), patents, mask works, patent applications, copyrights (whether published or unpublished), copyrights on software, trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Software and Maintenance.

"Maintenance" means the Owner provided Software maintenance services, identified in the Owner's Quotation to You.

"Owner" refers to EarthQuick Sàrl.

"Party" means Owner or You; "Parties" means Owner and You.

"Proprietary Information" includes, but is not limited to: Software (including all enhancements, updates, corrections, derivative works and other modifications); Documentation, diagnostic software, equipment or other materials used by the Owner to perform software installation, warranty work or other services; the Owner supplied printed materials; visually transmitted information; and any modifications or derivative works or such materials, whether made by the Owner or You, as well as any confidential information being identified as such by the Parties.

"Quotation" means the Owner's quote contract or written proposal listing the Software to be licensed to You and/or any Maintenance related to the Software.

"Software" means EarthQuick™ Software exclusive property of EarthQuick Sàrl. That also means the actual copy of all or any portion of Software identified in the Owner's Quotation to You including where applicable, application software, systems software, External Software, Embedded Software, microcode and firmware, and, where included, Documentation related thereto. The Software means also all of the contents of the files (provided either by electronic download, on physical media or any other method of distribution), disk(s), CD-ROM(s) or other media with which this agreement is provided, as well as any future versions, improvements, developments, programming fixes, updates and upgrades of the above-mentioned computer software.

"Software License" means the Software license or right to use granted by the Owner under this Agreement. The license kind could be either free or leased.

"Third-party software" means every software but EarthQuick™.

"Use" or "Used" in connection with the Software, as defined herein, means storing any portion of the Software in a machine, and/or transmitting any portion of the Software to a machine for processing and/or compiling, executing

or interpreting any machine instructions contained in the Software, and/or displaying any portion of the Software in connection with the processing of such machine instructions.

“You” means the party licensing the Software and/or requesting Maintenance from the Owner and You are sometimes referred to as Customer.

2.0 Scope of License

If You obtained the Software from the Owner, and subject to your compliance with the terms of this agreement, the Owner grants You a personal, non-exclusive, and non-transferable license to use the Software. The Software may include one or more libraries, files or other items, for which the Owner grants You a right of use, on the basis of the licenses given by its suppliers.

Then, only if you acquired a charged license (lease):

You are authorized under this Agreement to use the Software solution to perform consulting services for third parties. You are not required to contact the Owner and enter into a separate Agreement with the Owner so that You may use the Software for the purpose of providing consulting services.

All the available modules and facilities are automatically provided.

If you acquired a free-of-charge license (academics and trial licenses only):

This Agreement only gives You a right to use the Software for educational purposes. Articles 12, 13, 14,15, 16, 17, 18, 20 shall not apply to free-of-charge licenses.

In general terms, You may use the Software only as expressly granted to You in this Agreement, and the Owner reserves all other rights that are not specifically granted to You.

Your use of the Software is restricted to the reading, processing or interpretation by You of geosciences related data owned or licensed by You in connection with: (a) oil, gas and other natural resource development ventures where You are active as an operator or partner; and (b) evaluations for Your internal use of such ventures for purposes of determining if You wish to participate as an operator or partner.

Unless otherwise stated in Your Quotation, the Software is a single user licensed software not limited by any Geographic Unit. No concurrent multi-users are permitted.

Only if you acquired a charged license:

This license is effective from the date You receive the Software license (license number and activation code). You are granted a non-exclusive, personal, limited license to use this Software for a period of one (1) year. The license may be renewed for additional one-year terms by paying the license lease renewal fee. The Software will cease to function after a period of one (1) year and You will be granted a license renewal upon Our receipt of Your payment of the actual license lease renewal fee, or, if acceptable to Us, upon Our receipt of a written lease order or other written or electronic confirmation of Your intent to renew and to pay the renewal. All terms and conditions of this License Agreement will apply during the renewal term(s).

The Agreement and the license granted hereunder shall automatically terminate at the Owner's sole discretion if You are in breach of this Agreement. This termination shall not prevent the Owner from claiming any further damages. Upon termination for any reason, You shall remove, destroy or return the Software to the Owner, any USB dongles, any copy made partial or whole in its possession, and all of the related Documentation. Upon termination for any reason, You shall certify by means of a written document duly signed by a legal representative that the provisions of the present article have been respected, and this within a time limit of eight (8) days as from the date of termination.

This termination shall not relieve You from your liability to respect all the obligations claimable before the termination date. In particular, the provisions of the dispositions relating to the Protection and Security of Software, the Disclaimer of Warranty and the Indemnification and Limitations of Liabilities shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to Use the Software after termination of this Agreement.

You understand the Software only operates properly on the types of computer equipment using the operating system version(s), as identified by the Owner in its published technical specifications, available on earth-quick.com

once You are logged in. User is solely responsible for ensuring that its computer systems comply with such technical specifications.

You acknowledge that licenses require a systematic connection to remote licenses server through SSH protocol. SSH connections via port four hundred and forty-three (443) must remain open on the machine running the Software. On the opposite, charged licenses only require periodic connections to remote licenses server, again through SSH protocol via port four hundred and forty-three (443).

You acknowledge that Software may now or in the future contain security devices for the protection of the Software.

The license rights granted to You under this Agreement only apply if You possess a genuine, licensed copy of the Software that has not been pirated, and You do not possess pirated copies of any the Owner software.

You are authorized to:

- (a) Install and Use a copy of the Software, within Your computer environment, including several separate standalone deployments.
- (b) Use the Software to collect, analyse and store data.
- (c) Use the Software through a server or a network, provided that the Software has been properly licensed to You;
- (d) Use the Software or screenshots of it in demonstrations, presentations, trade shows, publications or similar audience targeted events or artefacts, always explicitly quoting the Software.

You acknowledge statistics are performed by the Owner with data users send at each launch of The Software (IP address, user name, license number, time of launch). These data are not for resale to any third party, the sole purpose being to monitor the Software use and improve the quality of services.

You have bearing the entire responsibility of the any newly leased license after reception. In any case, if You ask for license replacement (i.e. deletion of current license and creation of a new one), the induced fee shall represent three percent (3%) of the actual license lease price.

2.1 Limitations on License

You are not authorized and may not authorize anyone else to do any of the following:

- (a) Obtain unauthorized access to the Software, for example, by bypassing security features, including but not limited to license control features that limit or record the number of users, in or for the Software;
- (b) Modify, translate, reverse engineer, decompile or disassemble the Software except and only to the extent required by law;
- (c) Make more copies of the Software than specified in Clause 2.3 this Agreement;
- (d) Publish the Software;
- (e) Develop or create modifications, improvements and/or Derivative works of the Software;
- (f) Display the Software in any manner except as provided herein;
- (g) Rent, lease, lend, sub-license, distribute, assign, transfer or grant any kind of rights regarding the Software or any portions thereof in any form to any third party, including but not limited to assigning or sub-licensing Your rights to use the Software to third parties without the Owner's prior written consent;
- (h) Separate out or use any portion of Embedded Software for any purpose such as commercial or competitive analysis of Software;
- (i) Transfer the Software from the Geographic Unit of first delivery without notifying the Owner;
- (j) Deliberately modify or disable or otherwise "crack" any feature incorporated in the Software, including those that are intended to prevent access to unlicensed software.
- (k) Unless otherwise expressly permitted hereunder, use the Software through a server or a network, including but not limited to use the Software
 1. either directly or through commands, data or instructions from or to another computer or
 2. for internal network, internet or web hosting services;

more particularly, provide or offer the Software over a network (including Internet) to other parties that are, under the terms of the present License Agreement, obliged to install the Software on a different computer and to comply with the requirements and undertakings of the present License Agreement.

- (l) Derive profits from the Software by including, modifying or interfacing the Software, particularly in relation to other software, electronic files or data processing equipment, and more particularly by implementing a synchronous interface to the Software;
- (m) Derive profits from the Use of the Software not being authorized by the present License Agreement; for the avoidance of doubt, You shall contact the Owner to obtain its approval regarding its Use of the Software where said Use is not authorized according to article 2 above or to another part of this Agreement;
- (n) Remove or alter any Software identification, proprietary notices, labels or trademarks which appear on or in the Software.
- (o) Disclose the results of any benchmark test on the Software to any third party without the Owner's prior written consent.
- (p) Use the back-up and archival copy (or allow anyone else to use such copy) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective.
- (q) Provide any third party with training sessions to enable its users to enhance use of the Software.

2.2 Backup Copies of Software

You are permitted to make archival copies of the Software as provided by applicable national copyright law and under international treaties, and You are encouraged to back up all software applications and data files stored in the Software to protect against the loss of Your data.

Said backup copy shall not be installed or used on any Computer outside Your computer environment. This copy must be kept in Your control and possession. You shall use your best efforts to ensure that the Software does not fall into the hands of third parties whether as a result of theft or otherwise.

Any copies of Software that You make should retain all original copyright, patent, and proprietary rights notices. You are permitted to make a reasonable number of printed copies of Documentation contained in the distribution media or otherwise made available with the Software for Your own internal use only as long as they contain any and all original copyright, patent, and proprietary rights notices.

2.3 Updates

If the Software is an update to a previous version of the Software, You must possess a valid license to such previous version in order to Use such update. All updates are provided to You on a license exchange basis. You agree that by using an update You voluntarily terminate Your right to use any previous version of the Software. You acknowledge that any obligation the Owner may have to support the previous versions of the Software may be ended upon availability of the Update.

3.0 Ownership and Protection of Proprietary Information

3.1 Entitlement

All title, ownership and Intellectual Property rights in and to the Software and any modifications, improvements, enhancements or derivative works of the Software (including any that You make) will vest and remain with the Owner and/or its licensors. This Agreement does not grant You any intellectual property rights in the Software or any other software of the Owner. Nothing in the present License Agreement will give You any right to use the Owner trademarks and logos, or make references to the Owner or the Owner's products or services other than those explicitly stated above. Unauthorized references or use shall be considered as material breach of the present License Agreement and shall result in immediate termination thereof. Such termination shall be without limitation to the Owner's right to claim damages, seek for injunctive or other equitable relief and obtain other remedies from You.

You agree that the Owner, in its sole discretion, may incorporate as its own and use (including distribution in source code form under a commercial, or other license) any and all feedback or guidance You provide regarding the Software. You hereby assign to the Owner all rights, title and interest in any feedback or guidance You provide regarding the Software and agree to execute all documents necessary to implement such assignment.

If the Software licensed to You contains third-party software, the Owner represents that it has the authority to license any third-party software belonging to the Owner's licensors to You.

In case Software is been hacked by any third party, You shall abandon the right of recourse against the Owner for a lack of security.

Any copy or partial copy of the Software shall be owned by the Owner and subject to the license rights granted to You and shall be considered as being regulated by this agreement.

3.2 Confidentiality

You agree to use Your best efforts to safeguard the Owner's Proprietary Information as You would Your own confidential and proprietary information. You will disclose the Proprietary Information only to Your employees on a need-to-know basis. You will maintain adequate internal procedures, including appropriate binding agreements with Your employees, to protect the Proprietary Information in the same way as You protect Your own confidential information. If this Agreement is cancelled or terminated, You agree to return or destroy, at the Owner's direction, all Proprietary Information. The provisions of this Article 3.0 will survive any cancellation or termination of this Agreement.

The structure, the organization, the performances of the Software and any information clearly identified as confidential by the Owner, are valuable trade secrets, confidential information and Proprietary Information of the Owner. You agree to hold this Proprietary Information in confidence.

The confidentiality obligations contained in this Clause 3.2 do not apply to Proprietary Information which is:

- (a) rightfully in Your possession prior to the time it is received from the Owner;
- (b) provided by the Owner to others free of any restrictions on disclosure and use;
- (c) provided to You by a third party who has an authorized and unrestricted right to disclose; or
- (d) independently developed by You without breach of these Terms and Conditions.

4.0 Software Warranty

4.1 Warranty

The Owner has used its outmost efforts to ensure that the Software will perform substantially in accordance with its goals and will operate correctly.

The Software is however provided "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of third parties property rights, of merchantability and fitness for a particular purpose. Unless otherwise expressly agreed upon between the Parties, the Owner provides no technical support, warranties or remedies for the Software.

Subject to Clauses 4.3 and 4.4, if You follow the instructions and operate the Software on computer systems that comply with the Owner's published technical specifications (quoted on www.earth-quick.com), the Owner warrants that during the term of the warranty period, the Software will perform as described in the Owner Documentation that You receive in or with the Software. The Owner does not provide any warranty for Software that has not been properly licensed.

The entire risk as to the use, quality, and performance of the Software is with You. Should the Software prove defective, You, and not the Owner, assume the entire cost of any necessary repair. In no event, the Owner will be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, loss of profits, or any other financial loss arising from the use of, or inability to use, even if the Owner have been notified of the possibility of such damages. The Owner's aggregate liability and that of its suppliers under or in connection with this agreement shall be limited to the amount paid for the Software, if any.

If You has obtained the Software in Germany or Austria and usually resides in such country, then the previous paragraph does not apply. Instead, subject to the provisions below, the Owner's statutory liability for damages shall be limited as follows: (i) the Owner shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the License agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) the Owner shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries. You is required to take all reasonable measures to avoid and reduce

damages, in particular to make back-up copies of the Software and its computer data subject to the provisions of this Agreement.

Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You. In such states and jurisdictions, the Owner's liability shall be limited to the greatest extent permitted by law and the limitations or exclusions of warranties and liability contained herein do not prejudice applicable statutory consumer rights of person acquiring goods otherwise than in the course of business. In such states and jurisdictions, and to the extent allowed by applicable law, implied warranties on the Software, if any, are limited to ninety (90) days. In such states and jurisdictions, the Owner's and its suppliers' entire liability and Your exclusive remedy shall be repair or replacement of the Software that does not meet the Owner's Limited Warranty and which is returned to the Owner by You together with a detailed explanation. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use, Trojan horse, virus, or any other malicious external code. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

4.2 Term of Software Warranty

The warranty period for Software is ninety (90) days from the date of the Software supply, since the Software is shipped via physical media.

4.3 Remedy

The Owner will make its good faith efforts to correct defects in the Software that prevent the substantial use of the Software when used in accordance with the Owner's Software specifications. You agree, however, that You must notify the Owner of any defects You encounter during the stated warranty period in order to enforce this warranty. You agree that the Owner does not warrant that the Software is error free or that all errors will or can be corrected.

4.4 Limitations on Warranty

The warranty will not cover any errors or failure in the Software when caused, directly or indirectly, by Your acts or failures to act, the act of others, events beyond the reasonable control of the Owner, failures in hardware, software, firmware products or data supplied by You, a third party, or the Owner, unless such hardware, software, or firmware is the subject of a current warranty from the Owner. Software is designed to work on 64-bit Windows 7, 64-bit Windows 8 and 64-bit Windows 10. Nominal use or possibility to install Software is not warranted for configurations which do not rely on the latter quoted operating systems.

4.5 External Software Warranty

The Owner does not warrant the form or content of External Software or related documentation that the Owner provides. You accept any External Software "As Is". However, the Owner will pass through any applicable third party vendor's warranties for External Software supplied by the Owner to You as the end user, and You agree that this is Your exclusive remedy.

4.6 Disclaimer of Warranties.

Except as expressly stated herein, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE SOLUTION PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.0 Applicable Law

This Agreement shall be governed by and construed in accordance with the French law.

6.0 Mediation - Arbitration

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be France. The language to be used in the mediation shall be English or French.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 90 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 90 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be France. The language to be used in the arbitral proceedings shall be English or French. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the law of France.

7.0 Assignment

You may not assign any of Your rights or obligations under the Agreement without the express written consent of the Owner, and, if consent is granted, You agree to be responsible for the assignee's strict adherence to all terms and conditions of the Agreement. The Owner may assign its rights and obligations under the Agreement to any of the Owner affiliated company or to its successor in interest in the event of a merger, corporate reorganization, or sale of all or substantially all of its assets relating to its business to which the Agreement pertains.

8.0 Export Regulations

You have been licensed to use the Software in the country where it was delivered to You. Because of the country of origin of the Software, the exportation of the Software to certain countries that are subject to European Union, United States, United Nations, or other similar trade sanctions may be prohibited. You are responsible for complying with all applicable trade control regulations. Your export, transfer, assignment or other movement of the Software in violation of applicable trade control regulations will result in the automatic termination of this Agreement and all rights to use the Software.

9.0 Publicity and Public Disclosures

You may not, without first obtaining the Owner's prior written approval, use any Owner's trade names, trademarks, service marks, company names or other trade designations in any of Your press releases, advertising literature, or corporate information disclosures (including without limitation financial reports and government regulated information disclosures).

10.0 Patent and Copyright Indemnity

The Owner agrees to indemnify You and pay any costs and damages finally awarded for claims based on an actual or alleged infringement of any patent, copyright or registered trademark granted or registered at the effective date of this Agreement in the country of original delivery or intended destination of the Software, and resulting from the use of the Software in accordance with its intended purpose as specified in technical specifications of the Software. The Owner will have no liability or obligation to You under this Article 10 for any patent or copyright infringement or claim based upon:

- (a) The Owner's compliance with Your specifications, where such specifications require the Owner to modify a Software;
- (b) The combination of the Software with other software, products or services not furnished or approved in writing by the Owner;

- (c) Any unauthorized addition to or modification of the Software;
- (d) Any use of the Software in the performance of a method or process (practice of a process), except where such practice is solely completed by or within the Software; or
- (e) The combination of the Software with other software where, but for the combination, there would be no infringement.

You will defend and hold the Owner harmless against any expense, judgment or loss for alleged infringement of any patent, copyright or other proprietary right which results from a claim based upon (a), (b), (c), (d), or (e).

This indemnity is conditional upon You giving prompt notice to the Owner of any claim for infringement and You not making any declaration, arrangement or admission in respect of such claims and taking all necessary actions to enable the Owner to conduct on Your behalf any litigation or negotiations related to the claims raised. The foregoing states Your entire liability for patent, copyright and trademark infringement.

If the Software or Maintenance become, or in the Owner's opinion be likely to become, the subject of a claim of infringement or the like under such patent or copyright laws, You will permit the Owner, at the Owner's option, to either:

- (a) Procure for You the right to continue using the Software;
- (b) Replace or modify the Software so that it becomes non-infringing (provided the same level of functionality is maintained); or
- (c) Accept the return of the Software and grant You a credit for then depreciated value of the infringing Software, which for the purposes of this Article 10 will be presumed to depreciate by one-fifth (1/5) of its lease price per year.

11.0 Limitations on Liabilities and Remedies

You can recover from the Owner only direct damages up to the amount of the license annual lease You have paid for the Software, if any. You agree that neither You or any third party may recover any special, punitive, incidental or consequential damages, including any damages resulting from loss of use, loss of data, loss of profit, cost of substitute software or services or loss of business whether arising out of or in connection with the performance of the Software and regardless of the form of action of the claim for such damages may be based, whether in contract, tort (including negligence), strict product liability or any other legal or equitable theory. These limitations apply even if repair, replacement or a refund for the Software does not fully compensate You for any losses and regardless of: i) whether the Owner knew of or should have known about the possibility of damages; and/or ii) if any limited remedy fails in its essential purpose. You will protect, indemnify, hold harmless and defend the Owner of and from any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against the Owner that is in any way associated with the matters set forth in this Article 11 including any third-party claims.

You acknowledge that the Software is not designed or intended for use in the design, construction, operation, control or maintenance of any nuclear facility, and You hereby waive any liability against the Owner for any losses, claims or liability related thereto.

The Owner does not guarantee results. All interpretations using the Software, and all recommendations or reservoir descriptions based upon such interpretations, are opinions based on inferences from measurements and empirical relationships and on assumptions, which inferences and assumptions are not infallible, and with respect to which competent specialists may differ. In addition, such interpretations, recommendations and reservoir descriptions may involve Your opinion and judgment. You have full responsibility for all interpretations, recommendations and reservoir descriptions utilizing the Software. The Owner cannot and does not warrant the accuracy, correctness or completeness of any interpretation, recommendation or reservoir description. Under no circumstances should any interpretation, recommendation or reservoir description be relied upon as the sole basis for any drilling, completion, well treatment, production or other financial decision, or any procedure involving any risk to the safety of any drilling venture, drilling rig or its crew or any other individual. You have full responsibility for all such decisions and for all decisions concerning other procedures relating to the drilling or production operation.

All Your employees likely to use Software, including subsidiaries, have to be aware of each paragraph of Terms of Agreements and accept them before using it. That is at your sole responsibility to make them aware of all Agreements terms specifications.

12.0 Scope of Maintenance

Software Maintenance occurs automatically and exclusively with a license annual lease.

12.1 Conditions

Your right to receive Maintenance for the Software licensed to You is subject to Your payment of the license annual lease fees, included in the license lease, and Your compliance with the terms of this Agreement.

12.2 Entitlement

Maintenance includes the following for the current version and for the one immediately prior version of the Software:

- (a) Your access to email support and access to the Owner's Software support portal, and customer support staff for reporting Software malfunctions and assistance in the use of the Software. Email support is limited to provide assistance with technical difficulties in using the Software only;
- (b) Request for help sent by email shall imply a feedback from support within twenty four (24) hours.
- (c) The Owner's provision of new versions, updates (including bug fixes and patches) or enhancements to current versions of the licensed Software, as they become available;
- (d) The Owner's provision of updates and enhancements to existing Documentation, as they become available; and
- (e) The Owner's reasonable efforts to correct defects in the Software program codes and procedural documents supplied with the Software where such errors are brought to the Owner's attention during the Maintenance Term and where the Owner, in its sole discretion, recognizes them as having a detrimental effect on the performance of the Software.

12.3 Modifications as part of Maintenance

All modifications made to the Software as part of Maintenance will be in computer readable form which will be sent to You via mail, courier, FTP access, share point or e-mail at the discretion of the Owner. Software updates and upgrades may also be made available to You through the Owner's support portal, provided, however, that updates and upgrades will only be sent to Your authorized representatives. You will be responsible for loading such media according to the Owner's instructions.

12.4 Exclusions from Maintenance

- (a) You are not entitled to receive any Maintenance for Software that You have modified. Any modifications You make to the Software including to any Embedded or External Software will render the Maintenance void. The Owner will not be liable to You for any errors, losses or damage resulting from modifications that You make to the Software. The Owner is only responsible for maintaining the unaltered release of the Software licensed to You under this Agreement.
- (b) Maintenance does not include application development, software programming support or step by step instructions for Software configuration above and beyond general usage questions. The Owner may at its discretion determine if the requested assistance is above and beyond normal operating questions. Advanced assistance may be provided to You under the terms of a separate consulting services agreement. In addition to the above, Maintenance excludes the following:
 - (i) Software problems created through Your fault or negligence;
 - (ii) Software problems that do not significantly impair or affect the operation of the Software;
 - (iii) Except as provided herein, Software problems resulting from hardware malfunction;
 - (iv) Software not sold or licensed by the Owner;
 - (v) Training on the use or benefits of the Software (training services are available and may be purchased under separate terms); and
- (c) Installation of updates on Your computer system (installation services are available and may be purchased under separate terms).
- (d) Software updates are provided only for standard hardware platforms and operating systems supported by the Owner as indicated in the Software technical specifications. You are responsible for making or arranging for updates to interfaces for non-standard devices or custom applications (if applicable).

12.5 Maintenance Term

The Maintenance Term shall be for an initial term as specified in the Quotation. Upon expiration of the initial term, and as long as You have paid then current annual license lease fees, maintenance will be provided for consecutive, twelve-month terms beginning January 1st.

12.6 Termination

Either party may terminate Maintenance by providing sixty (60) days written notice to the other party, and the termination will be effective January 1st of the following year. Failure to notify the Owner of Your intent to terminate could result in an automatic renewal and subsequent charge for Maintenance.

12.7 Expiration

Maintenance will automatically expire when Your Software License Lease expires or is otherwise terminated or when You fail to pay license lease fees when due.

13.0 Software Lease Fees

13.1 Fees Policy

Fees for Software Lease (including maintenance services) are specified in the Quotation. If the Quotation does not include the fees for Software, the price of the Software will be at the Owner's then current prices in the Owner's price book. The Owner reserves the right to increase pricing at any time upon written notice to You. License lease first year corresponds to full license lease price (price book available on www.earth-quick.com). Following years of lease are charged a third of the current full license lease price.

13.2 Lease Renewal

You agree to provide the Owner with at least sixty (60) days advance written notice of Your intent to not renew the Maintenance. Failure to notify the Owner with sufficient time will result in automatic renewal and You may become liable for an additional year's charges.

13.3 Lease Price

the Owner may increase the Maintenance fees by giving You not less than thirty (30) days prior written notice of increases which will become effective on the subsequent January 1st renewal. Notwithstanding the foregoing, no increase in Maintenance will apply for any period for which You have paid in advance.

13.4 Reinstatement

You may reinstate lapsed Maintenance by making full payment of the Maintenance fees that would have been due from the expiration of the last active Maintenance period through the reinstatement date. A reinstatement administrative fee of five percent (5%) of the back-lease fees may also apply.

14.0 Payment for Software

14.1 Payment for Software Licenses

Payment for Software Licenses is due thirty (30) days from the date of supply. All payments should be made in the currency indicated on the Quotation. If no currency is indicated, U.S. Dollars will apply for all licenses to be used in the United States of America and Euros may apply for all other parts of the world.

14.2 Disputed Invoices

If You do not agree with the amount of an invoice and choose to dispute any portion of it, You agree to promptly pay the non-disputed portion. You agree that You will notify the Owner within thirty (30) days of receipt of an invoice of the reasons for disputing all or part of that invoice, and the Owner agrees to provide You with the necessary information that it may have to support the disputed amount. The Parties agree that they will work to resolve the dispute in a timely manner. You may not set off or withhold payments due on one invoice against fees payable from another invoice. You agree that the Owner may cancel, suspend or terminate the Software License for which

payment is in dispute without incurring any liability to You. The above is without prejudice to any of the Owner's other rights under this Agreement or at law.

14.3 Interest on Late Payments

The Owner may charge, and You agree to pay, France's legal interest on all due and unpaid invoices in accordance with this Agreement. Interest will accrue at the maximum amount permitted by law. You agree to pay all reasonable and documented costs and attorneys' fees incurred by the Owner if any unpaid amounts are collected through legal proceedings or by a collection agent.

15.0 Default and Remedies

15.1 Customer Default

- (a) You will be in default for failure to meet Your payment obligations. You will have thirty (30) days to cure such default after being noticed by the Owner. However, the Owner has the right to charge You interest in accordance with Clause 14.3 above.
- (b) You will be in default for failure to perform any material obligation under or for any material breach of the Agreement, including but not limited to any failure to comply with the scope of the License Grant in Article 2 and any failure to maintain Proprietary Information as confidential. In the event You commit a breach the Owner may, at its option, suspend the provision of Maintenance to You or immediately terminate any licenses granted under this Agreement. Additionally, the Parties agree that if You disclose or use the Proprietary Information without authorization, You could cause the Owner irreparable harm. Accordingly, the Parties agree that the Owner will be entitled to seek timely injunctive relief to prevent You for any unauthorized disclosure or use.

15.2 The Owner Default

If the Owner defaults under this Agreement, You agree to provide (30) days written notice to the Owner in order to cure such default. If the Owner fails to cure such default within the thirty (30) day period, You will have the right to pursue all available remedies at law or equity. Any action brought against the Owner under this Agreement must be brought within twelve (12) months after the cause of action arises.

16.0 Force Majeure

Neither party will be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such party. Such events will include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental acts or regulations, fires, communication line failures, power failures, and earthquakes. Force Majeure cannot be used to excuse or delay any payment obligation.

17.0 Taxes

Prices listed do not include any local, state, provincial, federal or national sales, use, excise, personal property, value added, import/export, or other similar taxes or duties, which may be assessed in connection with the Software or Maintenance. In the event the Owner must initially pay such assessments, You agree to reimburse the Owner within thirty (30) days after receipt of the Owner's invoice. Taxes based upon the Owner's income are the sole responsibility of the Owner.

18.0 Third Party Beneficiaries

You acknowledge that the third-party software vendors of either Embedded or External Software are third party beneficiaries to this Agreement and have the right to enforce the terms and conditions of this Agreement as they relate to Embedded or External Software.

19.0 Audit Rights

From time to time, and with reasonable notice and during normal business hours, the Owner may audit Your books and records, Your facilities and authorized computers where the Software may be located to confirm the appropriate use of the Software in accordance with the terms of this Agreement. Audit rights shall also extend to the review of licensed Software to ensure the proper use of any Embedded or External software contained within the Software. Audit rights are not intended to extend to the review of any confidential or proprietary information that belongs to You.

20.0 Miscellaneous Provisions

This is the entire agreement between the Owner and You relating to the Software. This Agreement supersedes any previous or contemporaneous communications, representations, or agreements by either the Owner or You, whether verbal or written, including any terms and conditions on Your order. You have not relied upon any representations, oral or written, except as are made in this agreement. Any modification or amendment to this Agreement must be in writing and signed by the authorized representatives of the Owner and You. The unenforceability of any provision hereunder will have no effect upon the remaining provisions, which will continue in full force and effect. However, the Owner reserves the right to modify the present License Agreement at any time, on a general or individual basis, by publishing the revised License Agreement on its Website or by otherwise notifying You of said revised License Agreement.

The following provisions are intended to survive the termination or expiration of this Agreement: Articles 3, 5, 6, 10, 11.

You are informed that Your personal data may be used by the Owner and automatically processed. The identifying data that You may submit (The Data) will be treated in accordance with the European Regulations including Regulation (EC) N° 45/2001. It may occur that the Owner is requested to provide certain Data such as name, mailing address, e-mail address, and other data such as country, area, IP addresses, user logins as well as any other information requested via a specific form. The Data will not be communicated to non-authorized third parties and will only be collected to allow You the use of the Software and for the establishment of statistics or trends. The Data will not be used for any other purposes than the indicated and will not be kept within the Owner's systems beyond the necessary timeframe to achieve this goal. The Owner will take all possible measures in order to secure the Data. However, it cannot eliminate all the risks related to the use of the Internet. Thus, at the time of submitting the Data, You must be aware that other users of the Internet can possibly manage to visualize the Data. According to the law on private data protection, You are allowed to access, modify or to oppose any processing of the Data. To use that right, You may contact the Owner by e-mail at the following e-mail address: support@earth-quick.com.

The headings given sections of this Agreement are solely for convenience or reference, and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of this Agreement.

END OF SOFTWARE TERMS AND CONDITIONS FOR LICENSING AND MAINTENANCE

