

MASTER GEOPHYSICAL NON-EXCLUSIVE DATA-USE LICENSE
(Multiple Transaction)

This Master Geophysical Non-Exclusive Data-Use License (the “**License**”) is dated effective the ____ day of _____, ____ (“Effective Date”), between _____, a _____ corporation (“Licensor”) and _____, a _____ corporation (“Licensee”).

In consideration of the mutual promises contained in this License, Licensor agrees to grant to Licensee and Licensee agrees to accept a non-exclusive license to use certain Data, from time to time, upon the terms and conditions set forth in this License. Upon each occasion Licensor licenses specific Data to Licensee, the Parties will execute a supplemental agreement (“Supplement”) to this License. The Supplement will be in substantially the form attached to this License as Exhibit A and will identify the specific Data licensed, the consideration to be paid by Licensee with respect to such specific Data, and other matters concerning the license transaction to which the Parties mutually agree.

1. Definitions

Capitalized terms used in this License have the following meanings:

- 1.1 “Acquirer(s)” means Third Parties that acquire, either directly or indirectly, Ownership or Control, whether accomplished voluntarily or by operation of law, by statutory merger, consolidation or share exchange, by stock or asset sale or purchase, or by any other transaction method.
- 1.2 “Confidentiality Agreement(s)” means a written agreement between Licensee and a Third Party to maintain the Data and Derivatives in strict confidence as provided in this License and not to Show or Transfer the Data, Derivatives, or any analyses or interpretations thereof to any Third Party. Such Confidentiality Agreement shall be substantially the same in form and substance as the respective versions of Confidentiality Agreement attached hereto as Exhibit B.
- 1.3 “Consultant(s)” means Third Parties which are bona fide, recognized consultants in the geophysical industry engaged by Licensee to interpret or make other technical studies of the Data for the sole use and benefit of Licensee. Licensee’s Consultants may not be Prospective Partners, Partners, Prospective Acquirers or Acquirers, marketers of geophysical data, or otherwise be in the business of exploring for or producing hydrocarbons and may not own directly or indirectly an economic interest in any oil and gas lease, production-sharing contract, or other interest within the geological area of the Data subject to this License with the exception of an overriding royalty interest, not to exceed ____ percent (____%) of the revenues from the geographic area of the respective Data, granted by Licensee to Consultant under Consultant’s compensation arrangements.
- 1.4 “Control(s)” means the ability to, directly or indirectly, direct, manage and/or dictate the actions of and/or determine the management of the entity in question by any method, including without limitation, by the election of members of the Board of Directors or other governing body of such entity, by having the ability to exercise control over a majority number of members of such governing body or through the Ownership of, or the exercise of voting or consensual rights with respect to, the common stock, voting securities or other interests held in such entity.
- 1.5 “Data” means geophysical and geological information, regardless of the form or medium on which it is displayed or stored. Data also includes interpretations created by Licensor for license to Third Parties. Specific Data subject to this License is more particularly described in each Supplement.

- 1.6 “Derivative(s)” means any product derived, generated, or created from the Data, including, but not limited to, any and all processed and reprocessed Data, interpretations, or analyses, regardless of the form or medium on which it is displayed or stored whether produced by Licensor, Licensee or Third Parties; provided, however, that those products which qualify as Licensee Interpretations, as defined herein below, are expressly excluded from “Derivatives”.
- 1.7 “Effective Date” is defined in the first paragraph of this License.
- 1.8 “License” is defined in the first paragraph hereof as supplemented by each Supplement.
- 1.9 “Licensee” is defined in the first paragraph of this License.
- 1.10 “Licensor” is defined in the first paragraph of this License.
- 1.11 “Licensee Interpretation(s)” means products created by Licensee or its Consultants that are based upon space and time location of the Data and/or Derivatives but do not directly incorporate actual Data or Derivative values or magnitudes.
- 1.12 “Ownership” or “Owns” means, direct or indirect rights in, or legal title to, greater than fifty percent (50%) of (i) the outstanding common stock or other voting securities, (ii) equity interest, (iii) economic interest, (iv) voting power, (v) management, or (vi) interest in the profits.
- 1.13 “Parties” means Licensor and Licensee. “Party” means either Licensor or Licensee.
- 1.14 “Partner(s)” means Third Parties contractually related to Licensee in Third Party Business Transactions (whether or not such relationships constitute a partnership at law).
- 1.15 “Processor(s)” means Third Parties which are bona fide recognized contractors that are engaged by Licensee to provide reformatting or reprocessing services for geophysical and geological data for the sole use and benefit of Licensee; provided that such contractors are not, directly or indirectly, related to or in the business of exploring for or producing hydrocarbons.
- 1.16 “Prospective Acquirer(s)” means any Third Party who is conducting bona fide negotiations in an endeavor to become an Acquirer.
- 1.17 “Prospective Partner(s)” means any Third Party who is conducting bona fide negotiations in an endeavor to become a Partner.
- 1.18 “Related Entity” or “Related Entities” means any entity which, as of the Effective Date of this License, is (i) wholly owned by Licensee (Licensee’s subsidiary), or (ii) wholly owns Licensee (Licensee’s parent), or (iii) is a result of an internal reorganization provided such reorganization shall not include entities formed after the Effective Date to accomplish a statutory merger, consolidation, asset sale or purchase, stock sale or purchase or any other transaction with an entity that is not defined as a Related Entity as of the Effective Date of this License. For the purposes of this License and notwithstanding the foregoing definition, Licensee’s Related Entities are listed on the attached Exhibit C. Licensee shall promptly notify Licensor, in writing, of any changes to this listing; such notification shall include the correct names, states or other jurisdictions of incorporation or organization, and addresses of all Related Entities and the Ownership interest or relationship which purports to create the status of such person or entity as a Related Entity.
- 1.19 “Show(n)” means to display or otherwise allow passive viewing, under the direct supervision and control of Licensee, of the Data or Derivatives for short periods of time that shall not exceed ____ hours in the aggregate to a Third Party in secure environments whereby such Third Parties are not able to (i) operate any computer workstation on which the Data or Derivatives are displayed; (ii) make copies, summaries, transcriptions, reproductions or interpretations of any type; (iii) remove copies, summaries or transcriptions of the Data or Derivatives from Licensee’s premises; or (iv) otherwise impair the intellectual property value of such Data or Derivatives.

- 1.20 “Storage Contractor(s)” means Third Parties which are bona fide recognized contractors that are engaged by Licensee to provide central storage facilities and retrieval services and/or electronic databases for geophysical and geological data for the sole use and benefit of Licensee; provided that such contractors are not, directly or indirectly, related to or in the business of exploring for or producing hydrocarbons and are not competitors of Licensor.
- 1.21 “Supplement(s)” is defined in the second paragraph of this License.
- 1.22 “Third Party” or “Third Parties” means any individual, corporation, limited liability company, partnership (general or limited), trust, or other entity not a party to this License (including without limitation Prospective Acquirers and Prospective Partners) other than a Related Entity.
- 1.23 “Third Party Business Transaction(s)” means farmouts, operating agreements, acreage trades, areas of mutual interest, joint development agreements, joint bidding agreements and similar business transactions entered into with Third Parties for the joint exploration and/or development of a particular geographical area(s).
- 1.24 “Transfer” means any grant of access to any Data or Derivatives of greater duration or scope than Shown, including but not limited to any sale, conveyance, sublet, assignment, lease, license, sublicense, transfer, exchange, trade, publication, lien, mortgage, pledge, hypothecation, encumbrance, or other disposition of any Data, whether voluntary, by operation of law, or by any other method.

2. Data Ownership/Confidential Treatment

- 2.1 Ownership/Confidentiality Licensor owns or otherwise has the right to license to others the right to use the Data. Licensor represents, and Licensee acknowledges, that the Data and Derivatives, regardless of the form or the medium on which they are stored, constitute valuable and highly confidential intellectual property and a trade secret that are not generally available and are the sole property and proprietary information of Licensor (and/or those on behalf of which Licensor acts). Title to the Data shall remain in Licensor (and/or those on behalf of which Licensor acts) and Licensee shall acquire, under the terms hereof, only the nonexclusive right to utilize such Data on the terms provided herein. Licensee shall in no event Show, Transfer or otherwise allow the use of the Data or any Derivatives to any Third Party or Related Entity whatsoever, except as may specifically be provided in this License. Licensor shall have the right at any time to license any part of the Data to Third Parties at such prices and on such terms as are determined by Licensor.

Except as expressly permitted by this License, Licensee agrees (a) to keep strictly confidential, and shall ensure that its employees, agents, Consultants, Processors, and Storage Contractors keep strictly confidential, the Data and Derivatives and (b) not to Show, Transfer, or otherwise allow the use of the Data or Derivatives to or by any Third Party.

- 2.2 Original Data-Licensing/Retention/Right to Destroy Licensee shall not have access to Licensor’s original media; however, Licensee may obtain a “copy” or access to a “copy” of the original underlying Data subject to i) Licensor’s standard pricing in effect at the time the request is made for copies or access to such Data which may include an access or license fee and ii) Licensor’s standard terms and conditions for such copies or access, which may include execution of a Supplement hereunder. Such copies or access shall be subject to all of the same rights, obligations, and confidentiality restrictions applicable to Data and/or Derivatives under this License.

It is the intent of Licensor to retain the original Data (such as field tapes and other related information obtained during acquisition); however, Licensee acknowledges that Licensor may be unable to provide Licensee with all or a portion of the copies or access requested as the original

media containing the Data may erode, become damaged, no longer be available and/or contain Data not relevant to the licensed Data and in such situations, Licensor may be unable to provide Licensee the portion of the original Data thereby affected. Licensor shall have the sole right and discretion to delete or discard the original Data.

- 2.3 Notice of Restricted Use Licensee may make copies of any Data and Derivatives for the sole purpose of using such copies pursuant to the rights granted herein; provided that all such copies shall have a notice that is substantially the same as the following printed thereon or attached to it or its container:

NOTICE

“This Data is proprietary to and a trade secret of _____ (“Licensor”). The use of this Data and Derivatives is restricted to the holder of a valid use license from Licensor and is subject to the confidentiality terms of that license.”

This notice shall not be removed, obliterated, concealed or otherwise obscured by Licensee or those to whom the Data or Derivatives is Shown or Transferred, as may be permitted in this License.

3. Disclosure of Data & Derivatives Licensee shall have the non-exclusive right to use the Data and Derivatives for its internal purposes only. Licensee shall not Show, or Transfer or otherwise dispose of or allow access to, or use of, any or all of the Data or Derivatives except as specifically provided for in this Section 3 and Section 5. Copies of any Confidentiality Agreements between Licensee and Third Parties as required by the terms of this License shall be provided to Licensor upon written request.
- 3.1 Related Entities Related Entities shall have the same right of usage of the Data and Derivatives as Licensee, provided that such Related Entity shall be bound by the terms of this License to the same extent as Licensee and further provided such Related Entities do not competitively bid against the other or against Licensee for any leases, including any State or MMS leases, or other assets located within the same geographical area covered by such Data. In the event that any such Related Entity should cease to exist, commences competitively bidding against Licensee as described above, or no longer meet the definition of a Related Entity, or in the event a Third Party acquires any interest in the Related Entity, all rights of usage by such entity in the Data and Derivatives shall immediately cease and any copies of the Data, Derivatives, or physical manifestations thereof then in the possession of such entity shall immediately be returned to Licensee. Notwithstanding anything to the contrary in this Master License or any Supplement, a venture participant or any Third Party participant in Licensee’s Third Party Business Transactions, regardless of the ownership percentages of the joint venture entity or rights to Control the joint venture entity, is not considered a Related Entity merely by its participation in the venture.
- 3.2 Government Agencies
- 3.2.1 Notwithstanding anything to the contrary herein, the Data and Derivatives may be disclosed to the extent such disclosure is specifically required by law, governmental or court decree, order rule or regulation, or by any similar legal process. In the event Licensee is required by law, governmental or court decree, order, rule or regulation, or by any similar legal process to disclose any Data or Derivatives, Licensee shall give Licensor prompt notice of such process so that Licensor may seek an appropriate protective order (or other appropriate remedy) with respect to maintaining the confidentiality of the affected Data and Derivatives before disclosure thereof by Licensee. If, in the absence of a protective order, Licensee is nevertheless compelled to disclose Data or Derivatives, Licensee may disclose only that portion of the Data or Derivatives that Licensee is advised by written opinion of counsel is legally required to be disclosed in

compliance with the relevant process. In the event of such disclosure, Licensee shall give Licensor written notice of the Data or Derivatives to be disclosed as far in advance of its disclosure as practicable, and upon Licensor's request, Licensee shall use all reasonable efforts to obtain assurances that the disclosed Data or Derivatives will be accorded confidential treatment.

3.2.2 To the extent that any Data licensed under this License pertains to a geographic area under jurisdiction or control of, or was obtained under permits granted by, a sovereign government authority, the use thereof may be subject to the laws and regulations of that government. By executing this License, Licensee acknowledges that it is bound by such legal regulations and shall defend, indemnify and hold Licensor harmless from and against any and all violations thereof by Licensee and all parties with access to such Data. By way of specific example, but not limitation, pursuant to regulations (30 CFR Parts 250 and 251) effective January 23, 1998, issued by the Minerals Management Service ("MMS"), an agency of the United States government, Licensor hereby notifies Licensee, and Licensee hereby acknowledges, that by the licensing to Licensee of geological and/or geophysical Data or Derivatives which are subject to the jurisdiction of the MMS, Licensee assumes the obligations under 30 CFR Section 251.11 and/or 251.12, as the case may be, as the same may, from time-to-time, be amended. The provisions of this paragraph do not limit or supersede the provisions of Section 3.2.1 above.

3.3 Outside Service Providers

3.3.1 Consultants

The Data and Derivatives may be made available to Licensee's Consultant for the sole use and benefit of Licensee provided the Consultant signs a Confidentiality Agreement in advance of the restricted use of the Data or Derivatives. The Data and Derivatives shall remain on the premises of Licensee and all analyses or interpretations thereof by Consultant shall be done on such premises and shall not be removed therefrom without the prior written consent of Licensor. Upon completion of the work for which Consultant has been engaged or termination of this License and/or applicable Supplement(s), whichever shall sooner occur, the Consultant shall not retain any copies of the Data, Derivatives, or any analyses or interpretations of the Data or Derivatives.

3.3.2 Processors The Data may be made available to Licensee's Processors for the purpose of creating Derivatives for the sole use and benefit of Licensee provided the Processor signs a Confidentiality Agreement in advance of the restricted use of the Data and immediately returns the Data and Derivatives to Licensee upon the completion of the work for which the Processor has been engaged or termination of this License and/or applicable Supplement(s), whichever shall sooner occur. All Derivatives shall be marked as provided in Section 2.3 above to identify it as containing Data proprietary to Licensor.

3.3.3 Storage Contractors The Data and Derivatives may be delivered to the custody of Licensee's Storage Contractor for the sole use and benefit of Licensee provided the Storage Contractor (i) signs a Confidentiality Agreement prior to the delivery of any Data; (ii) makes such Data and Derivatives available only to Licensee or Licensee's Related Entities as authorized by Licensor as provided herein; and (iii) immediately returns all copies of the Data and Derivatives to Licensee upon completion of the service engagement with Licensee or termination of this License and/or applicable Supplement(s), whichever shall sooner occur.

3.4 Prospective Acquirers/Prospective Partners Licensee may Show the Data or Derivatives to Prospective Acquirers or Prospective Partners provided the respective Third Party signs a Confidentiality Agreement in advance of the disclosure of the Data or Derivatives and the Data or Derivatives Shown are limited to such portions of the Data or Derivatives directly pertaining to the prospect(s) under negotiation.

- 3.5 Acquirers/Partners Licensee shall not Show, give copies of, or otherwise make available the Data or Derivatives to any Acquirer or any Partner of Licensee without the prior written consent of Licensor, which consent, subject to Section 5.1, may be withheld by Licensor in its sole and absolute discretion. This prohibition on receiving a Show or access to the Data or Derivatives includes all joint venture entities between Partners and Licensee and any employees of Partners seconded to Licensee or the joint venture entities of Partners/Licensee. Only Partner(s) in the joint venture entities with identical Data entitlements as Licensee shall be allowed to receive a Show or access to the respective Data or Derivatives in conjunction with Licensee.
- 3.6 Internet Disclosures Licensee shall not Show Data or Derivatives to Third Parties via the Internet, E-Commerce sites, virtual data rooms, asset divestiture web sites, or any other similar means of virtual access outside of Licensee's premises without the express prior written consent of Licensor; such consent may be withheld by Licensor in its sole and absolute discretion or may be premised upon the payment of a fee to Licensor and execution of documents satisfactory to Licensor to protect and maintain the confidentiality of the Data and Derivatives.
- 3.7 Indemnification by Licensee In the event of any misuse or inappropriate disclosure of any portion of the Data and/or Derivatives, or any other breach of this License by any of the parties named in Sections 3.1 or 3.3 of this License, Licensee hereby agrees to be fully responsible for, and shall defend, indemnify and hold Licensor harmless from and against, all damages, costs or other loss suffered or incurred by Licensor as a direct or indirect result of any such misuse, inappropriate disclosure or other breach of this License.
4. Taxes
- In the event any sales, gross receipts, value added, use, stamp or similar tax is levied or assessed against Licensor as a consequence of the licensing of Data to Licensee hereunder, such taxes shall be for the sole account of Licensee, who shall promptly reimburse Licensor in full for any taxes so paid by Licensor upon receipt by Licensee of Licensor's invoice.
5. Transfer of License
- Licensee shall not Transfer this License, the Supplements(s) and any Data or Derivatives licensed hereunder to a Third Party, in whole or in part, or Transfer its rights or obligations hereunder, except as expressly authorized in Sections 3 and 5 of this License.
- 5.1 Acquisitions/Mergers Licensee shall not Show the Data or Derivatives to any Acquirer of Licensee. This License shall automatically terminate at such time a Third Party becomes an Acquirer of Licensee unless Licensor receives payment from either Licensee or the Acquirer in the amount of _____ within ___ days following the closing of such acquisition or merger. At Licensor's option, Licensee may be required to execute Licensor's then standard license agreement which will supersede all previous licenses for the Data Transferred. Should this License terminate the provisions of Section 8 regarding the return of Data and Derivatives shall apply.
- 5.2 Securities Ownership The provisions of this Section 5 shall not apply to situations where the voting securities of Licensee (or any of its parents) are publicly traded and the Ownership of such securities changes over time in the normal course of business *unless*, however, after the Effective Date, a Third Party or more than one such Third Parties acting together, through one transaction or a series of transactions, obtains Ownership or Control of Licensee (or any of its parents).
6. Warranties and Disclaimers
- 6.1 LICENSOR WARRANTS ONLY THAT IT HAS FULL AUTHORITY AND POWER TO GRANT TO LICENSEE THE NON-EXCLUSIVE USE RIGHTS SPECIFICALLY AUTHORIZED BY LICENSOR IN THIS LICENSE. LICENSOR ASSUMES ALL**

LIABILITIES WHICH MAY ARISE OUT OF ITS ACTIVITIES IN ACQUIRING AND PROCESSING THE DATA, AND AGREES TO INDEMNIFY, DEFEND AND HOLD LICENSEE HARMLESS FROM ANY CLAIMS, ACTIONS, OR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF SUCH ACTIVITIES, PROVIDED LICENSEE NOTIFIES LICENSOR PROMPTLY IN WRITING OF ANY SUCH CLAIMS AGAINST IT AND GIVES LICENSOR AUTHORITY, INFORMATION AND ASSISTANCE (AT LICENSOR'S EXPENSE) FOR THE DEFENSE OR ASSISTANCE IN THE DEFENSE OF SUCH PROCEEDINGS.

- 6.2 LICENSEE ACKNOWLEDGES IT IS ACCEPTING ALL DATA AND DERIVATIVES SUBJECT TO THIS LICENSE "AS IS" AND LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN RESPECT TO THE QUALITY, ACCURACY, CONDITION, DURABILITY, ABSENCE OF PATENT OR LATENT DEFECTS, ABSENCE OF PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR THE USEFULNESS OF SUCH DATA AND DERIVATIVES OR OTHERWISE AND ANY SUCH IMPLIED WARRANTIES OR REPRESENTATIONS ARE HEREBY EXPRESSLY NEGATED. SUCH DATA AND ANY DERIVATIVES ARE DELIVERED HEREUNDER WITH THE EXPLICIT UNDERSTANDING AND AGREEMENT OF LICENSEE THAT ANY ACTION TAKEN OR EXPENDITURES MADE BY LICENSEE AND ITS RELATED ENTITIES AND MEMBERS OF ITS EXPLORATION GROUPS BASED ON ITS OR THEIR EXAMINATION, EVALUATION, INTERPRETATION OR USE OF THE DATA AND/OR ANY DERIVATIVES SHALL BE AT ITS AND THEIR OWN RISK AND RESPONSIBILITY AND NEITHER LICENSEE NOR SUCH OTHER PARTIES SHALL HAVE ANY CLAIM AGAINST AND HEREBY RELEASES AND FOREVER DISCHARGES LICENSOR FROM ANY LIABILITY OF ANY KIND AS A CONSEQUENCE THEREOF.**
- 6.3 LICENSOR MAKES NO REPRESENTATION THAT OIL AND GAS OR OTHER MINERAL LEASES WILL BE GRANTED OR OTHER EXPLORATION ACTIVITY WILL BE AUTHORIZED FOR AREAS COVERED BY THE DATA AND/OR DERIVATIVES BY ANY INDIVIDUAL, CORPORATION, GOVERNMENT ENTITY OR OTHER THIRD PARTY AND ANY IMPLIED WARRANTY OR REPRESENTATION TO THAT EFFECT IS HEREBY EXPRESSLY NEGATED.**
- 6.4 LICENSOR SHALL IN NO EVENT BE LIABLE TO LICENSEE OR ANY OTHER PARTIES FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS LICENSE OR THE USE BY LICENSEE OR SUCH OTHER PARTIES OF THE DATA AND/OR DERIVATIVES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTION, HOWEVER SAME MAY BE CAUSED.**
- 6.5 Save and except for claims arising out of a breach of Licensor's warranties in Section 6.1, Licensee's sole and exclusive remedy for any claim hereunder shall be limited to repayment of the license fee by Licensor in exchange for return of the Data and Derivatives by Licensee.

7. Term & Termination

7.1 Term

Subject to the further provisions hereof, the term of this License shall end ____ (__) years from the Effective Date. The term of each Supplement shall end ____ (__) years after the effective date of such Supplement. Notwithstanding the foregoing, this License shall remain effective during the term of any active Supplement and the Parties shall continue to be bound by all terms and conditions of this License for the unexpired term of any active Supplement(s).

7.2 Automatic Termination

This License and all Supplement(s) shall automatically terminate, without the necessity of any further action on the part of Licensor, immediately upon the occurrence of any of the following:

7.2.1 In accordance with Section 5.1; or

7.2.2 Should Licensee voluntarily file a petition in bankruptcy or assign, voluntarily or involuntarily, its assets for the benefit of its creditors or should proceedings be commenced against or by Licensee under any bankruptcy, insolvency or similar statute; or

7.2.3 Should Licensee commit a material breach of any provision of this License and/or Supplement(s) relating to the use, Showing, or Transfer of the Data and Derivatives.

7.3 Termination Upon Notice This License and all Supplement(s) shall terminate should the following occur:

7.3.1 Should Licensee fail to comply with or breach any other provisions not included in Section 7.2 above and subsequently fails to remedy such breach to the satisfaction of Licensor within thirty (30) days following written notice from Licensor; or

7.3.2 Should Licensee fail to make any payment for use of the Data and/or any Derivatives as set forth in this License or applicable Supplement and subsequently fails to remedy such breach within ten (10) days following the date of written notice from Licensor.

7.4 Waiver

Notwithstanding the foregoing, a termination pursuant to Sections 7.2 and 7.3 may be waived if agreed to in writing by both Parties.

8. Effects of Termination

8.1 Return of Data Upon termination of this License or any Supplement, regardless of the cause, Licensee shall within ___ days return and/or destroy all respective Data and Derivatives and shall within the same ___ day period provide written certification, executed by an officer of Licensee, that all copies of the Data and Derivatives, and any physical manifestations thereof, subject to this License and/or the affected Supplement, have been returned to Licensor or destroyed, including removal of such Data from Licensee's (including Related Entities, Consultants, Processors, and Storage Contractors) storage, filing and archival systems, workstations, prospect files, and that Licensee and its Related Entities, Consultants, Processors, and Storage Contractors have not retained any copies, media or any other forms of such Data and Derivatives. The Parties hereby agree that Licensee Interpretations shall not be affected, returned, or destroyed and shall remain the property of Licensee. Notwithstanding the preceding paragraph, it is understood that Licensee's computer systems may be periodically backed up creating copies of all information resident in these systems. To the extent Licensee's computer back-up procedures create a copy which includes Data and Derivatives, Licensee may retain such copy for the period it normally archives back-up computer records or six (6) weeks, whichever occurs first, and the terms of the License and/or Supplements(s) pertaining to the disclosure and the confidentiality of the Data and Derivatives shall survive and be applicable until the information on such back-up copy is destroyed. Any time Licensee uses such archive (back-up) tapes for restoring its systems, the respective Data and Derivatives governed under such terminated licenses must immediately be deleted from both the archive media and the restored system. Within five (5) days of deletion of all Data and Derivatives from Licensee's computer back-up archives, Licensee shall provide Licensor written certification, executed by an officer of Licensee, that all copies of the Data and Derivatives previously retained by Licensee in its back-up computer archives, have been deleted from Licensee's archival systems. For a period of ___ months from the termination of any License or Supplement, and, if applicable ___ months from the removal of all Data and

Derivatives from Licensee computer backups, all in accordance with this Section 8.1, Licensor shall have the right to audit Licensee's (including Related Entities) premises, systems and storage sites to verify that all of the affected Data and Derivatives have been returned or destroyed.

8.2 Collection Expenses If Licensor is required to engage the services of a collection agency or attorney to enforce its rights under this License, including an action for damages, declaratory judgment or injunction, Licensor shall be entitled to recover, in addition to any other costs and relief that may be granted by the court in any such action, reasonable attorneys' fees and other costs of collection, as well as court costs and other fees and expenses incurred by reason of such engagement. That recovery shall include court costs and attorneys' fees incurred by Licensor during any appeal.

8.3 Cumulative Rights The rights and remedies granted in this License to Licensor are cumulative and the exercise of any of those rights and remedies shall be without prejudice to the enforcement of any other right or remedy, including without limitation injunctive relief and specific enforcement, available by law or in equity or authorized by this License without any requirement that Licensor post any bond or other security.

9. Confidentiality of License Agreement Licensee agrees that this License and any Supplement and the terms hereof and thereof are confidential and may not be disclosed to any individual or entity without Licensor's prior written consent, except this License and its terms (excluding any portion of the Data and Derivatives) may be disclosed (i) to Licensee's employees as required in the performance of their duties; (ii) to outside auditors, Consultants and counsel to the extent necessary to perform their respective duties to the Licensee; (iii) as required by law or regulatory or judicial order, provided that Licensee provides Licensor with prompt written notice in order that Licensor may seek a protective order or other appropriate remedy and Licensee shall only furnish that portion of the License or Supplement that is legally required and will use its best efforts to obtain reliable assurance that confidential treatment will be accorded such documents; (iv) to Related Entities pursuant to Section 3.1 above; and Licensee may disclose the existence of the License to acknowledge that Licensee holds a valid license to the Data in the geographic area covered by this License.

10. Notices

10.1 All notices permitted or required to be given under the terms of this License shall be in writing and shall be deemed effective upon receipt if sent by registered or certified and return receipt requested prepaid post, or by telecopier, facsimile, e-mail or other electronic means (all with receipt confirmation) or by commercial courier/messenger service and addressed to the respective Parties at their respective addresses shown below or at such other address as shall be designated in accordance with this Notice provision.

Licensor

Licensee

10.2 Either Party may change its address for notice purposes at any time upon giving written notice specifying such new address and the effective date of such address change to the other Party, as provided above.

11. Waiver

The rights of each Party, whether granted by this License or by law or equity, may be exercised, from time to time, singularly or in combination, and the waiver of one or more of such rights shall not be deemed to be a waiver of such right in the future or of any one or more of the other rights which the exercising Party may have. Any right and any breach of a term, provision or condition of this License by one Party shall not be deemed to have been waived by the other Party hereto,

unless such waiver is expressed in writing and signed by an authorized representative of such Party, and the failure of either Party to insist upon the strict performance of any term, provision or condition of this License shall not be construed as a waiver or relinquishment in the future of the same or any other term, provision or condition.

12. Governing Law/Disputes

All questions arising out of or concerning this License and each Supplement or its validity, interpretation, performance or breach shall be governed and decided by application of the appropriate laws (except for any rule of such laws which would make the law of any other jurisdiction applicable hereto) of the State of _____. Any dispute between the Parties that cannot be resolved by mutual agreement shall be resolved and decided by the federal or state courts of the State of _____ and the Parties irrevocably submit to the jurisdiction of such courts for such purposes.

13. Headings

The headings in this License and any index are for convenience reference only and shall not be used as aids to its interpretation.

14. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, and orders of all governmental authorities applicable to or issued in conjunction with this License, a Supplement hereto, or the Data and Deliverables licensed under this License.

15. Deceptive Trade Practices Act

LICENSEE REPRESENTS TO LICENSOR THAT IT (I) IS IN THE BUSINESS OF SEEKING OR ACQUIRING, BY PURCHASE OR LEASE, GOODS OR SERVICES FOR COMMERCIAL OR BUSINESS USE, (II) HAS (OR IT IS OWNED OR CONTROLLED BY A CORPORATION OR ENTITY WITH) ASSETS OF \$25 MILLION OR MORE ACCORDING TO ITS MOST RECENT FINANCIAL STATEMENT PREPARED IN ACCORDANCE WITH GAAP, AND (III) THEREFORE, IS A "BUSINESS CONSUMER" AND NOT A "CONSUMER" AS THOSE TERMS ARE DEFINED AND USED IN THE DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., OF THE BUSINESS AND COMMERCE CODE OF THE STATE OF TEXAS (THE "DTPA"). WITHOUT IMPAIRING ITS REPRESENTATIONS IN THE PRECEDING PARAGRAPH, IF LICENSEE HAS RIGHTS UNDER THE DTPA, LICENSEE HEREBY WAIVES SUCH RIGHTS. TO EVIDENCE ITS ABILITY TO GRANT SUCH A WAIVER, LICENSEE REPRESENTS TO LICENSOR THAT IT (I) HAS KNOWLEDGE, AND EXPERIENCE IN FINANCIAL AND BUSINESS MATERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION, CONTEMPLATED HERBY, (II) IS NOT A SIGNIFICANTLY DISPARATE BARGAINING POSITION, AND (III) IS REPRESENTED BY LEGAL COUNSEL. AFTER CONSULTATION WITH ITS ATTORNEY OF ITS OWN SELECTION, LICENSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

16. Severability

In the event any provision, clause, section, sentence or part of this License and/or Supplement is inconsistent with or contrary to any applicable law, same shall be deemed to be modified to the extent required to comply with said law (it being the intention of both Parties to enforce to the fullest extent all terms of this License and/or Supplement) and as so modified those terms and conditions and these original terms and conditions shall continue in full force and effect. Any provision of this License and/or Supplement, which may be ruled invalid or unenforceable, shall be considered separate and distinct and the remainder of the License and/or Supplement shall not

be made invalid or unenforceable by the invalidity of any term, phrase or sentence of this License and/or Supplement.

17. Survival of Terms

The termination of this License or any Supplement in connection with this License, shall not release the Parties from obligations which, expressly or by their nature, survive the termination hereof beyond such termination. In particular, and as examples and not by way of limitation, each Party shall remain, notwithstanding the termination of this License or of any Supplement, bound to their respective obligations arising under Sections 2, 3.7, 7.1, 8, 9, 12, 15, 16 and 18.

18. Negotiated Agreement

This License represents a negotiated agreement and no portion shall be construed for or against either Party by virtue of its having been drafted by that Party.

19. Conflicting Terms

To the extent this License may conflict or be inconsistent with any prior license agreements, representations, or understandings, this License shall control and supersede such prior license agreements, representations, or understandings. In case of any conflict between this License and any Supplement(s), the Supplement shall control, as to the Data covered by that Supplement.

20. Entire Agreement

There are no representations, warranties, covenants, understandings or agreements relative to this License and each Supplement concluded by the Parties pursuant to this License that are not fully expressed herein. This License and each Supplement are the entire agreement of the Parties concerning the subject matter hereof, and no modification, amendment or addition to this License or a Supplement may be effected unless in writing which specifically references this License and/or the applicable Supplement and is signed by an authorized representative of each Party.

IN WITNESS WHEREOF, each Party, through its duly authorized representative, has executed this License as of the Effective Date.

Licensor:

By:

Title:

Date:

Licensee:

By:

Title:

Date:

EXHIBIT A
to the
MASTER GEOPHYSICAL NON-EXCLUSIVE DATA-USE LICENSE
(Multiple Transaction)

Supplemental Agreement Number _____

This Supplemental Agreement Number _____ (“**Supplement**”) is dated this _____ day of _____, _____ between _____ (“**Licensor**”) and _____ (“**Licensee**”) subject to the following:

1. The License. This Supplement is concluded pursuant to and made a part of that certain Master Geophysical Non-Exclusive Data Use License between the Parties hereof dated as of the _____ day of _____, _____ (the “**License**”), the terms of which are incorporated herein by reference, except as expressly negated or modified below.
2. The Data. The Data subject hereto is described as:
3. Compensation. The compensation to be paid by Licensee to Licensor for the non-exclusive right to use such Data is:
4. Parameters and Other Technical Matters:
5. Miscellaneous.

Licensor:

Licensee:

By:

By:

EXHIBIT B
to the
MASTER GEOPHYSICAL NON-EXCLUSIVE DATA-USE LICENSE
(Multiple Transaction)

Form of Confidentiality Agreement – THIRD PARTIES

This Confidentiality Agreement (“Agreement”) is entered into this ____ day of _____, ____ between _____ (“Disclosing Party”) and _____ (“Receiving Party”). Disclosing Party and Receiving Party are sometimes referred to individually as a “Party” or together as the “Parties”.

The term “Data” means geophysical and geological information, regardless of the form or medium on which it is displayed or stored. The term “Derivative(s)” means any product derived, generated, or created from the Data, including, but not limited to any and all processed and reprocessed Data, interpretations, or analysis, regardless of the form or medium on which it is displayed or stored and regardless of who produced such derivative products. Collectively, Data and Derivatives shall hereinafter be referred to as “Data”.

Disclosing Party represents and warrants that it is necessary to disclose to Receiving Party, subject to the terms hereof, certain Data licensed to Disclosing Party, for the limited purpose of facilitating evaluation of a proposed farmout, operating agreement, acreage trade, area of mutual interest, joint development agreement, joint bidding agreement or similar business transactions between Disclosing Party and Receiving Party for the joint exploration and/or development of a particular geographical area(s) or prospect(s) as described on the Schedules(s) attached hereto (“Proposed Transaction”).

The Parties hereto agree and acknowledge that: (1) the use of the Data is governed by a license agreement (“License”) between Disclosing Party and the licensor or owner of the Data (“Licensor”) and is considered Licensor’s proprietary and confidential information; (2) the Data constitutes valuable and highly confidential trade secrets of Licensor that are not generally available and are the sole property and proprietary information of Licensor; (3) title to the Data shall at all times remain with Licensor; and (4) Disclosing Party has acquired, under the terms of the License, only the non-exclusive right to utilize such Data according to the terms provided therein. As consideration for this Agreement, Receiving Party represents and warrants that it will: **a)** keep and maintain the Data in strictest confidence, in accordance herewith; **b)** not disclose, release, publish, deliver or otherwise disseminate the Data, directly or indirectly, to any other person or entity; **c)** not use the Data in any manner or for any purpose other than the evaluation of the Proposed Transaction; **d)** not work or otherwise interpret the Data; **e)** not operate the workstation on which the Data is stored or in any way manipulate the Data electronically; **f)** not remove the Data in any form for any purpose or reason from Disclosing Party’s premises, possession, and/or control; **g)** not copy, image, replicate, or duplicate the Data or make transcriptions thereof; and **h)** not transfer, sell, convey, sublet, assign, lease, license, sublicense, exchange, trade, publish, create a lien, mortgage, pledge, hypothecation, encumbrance, or otherwise dispose of the Data or impair its intellectual property value, whether voluntary, by operation of law, or by any other method. Receiving Party shall be responsible for ensuring that all personnel to whom the Data is disclosed under this Agreement have read this Agreement and agree to comply with its terms and confidentiality requirements.

This Agreement shall terminate one (1) year from the date of issuance as set forth above, however, the obligations of the parties to this Agreement shall survive termination of this Agreement for a period of five (5) years.

The Parties agree that Licensor shall be entitled to receive a copy of this Agreement and a map and other detailed description of the Data disclosed hereunder, upon request, and shall be further entitled to equitable relief, including injunction and specific performance, in the event of any breach of the

provisions of this Agreement, in addition to all other remedies available under the License, at law or in equity. It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

This Agreement will be governed by and construed in accordance with the substantive laws (but not the rules governing conflicts of laws) of the State of Texas and will be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and heirs.

This Agreement may be executed in counterparts, and such counterparts, taken together, shall be deemed to constitute one and the same agreement.

Disclosing Party:

By:

Title:

Date:

Receiving Party:

By:

Title:

Date:

Form of Confidentiality Agreement - CONSULTANTS

This Confidentiality Agreement (“Agreement”) is entered into this ____ day of _____, ____ between _____ (“Disclosing Party”) and _____ (“Receiving Party”). Disclosing Party and Receiving Party are sometimes referred to individually as a “Party” or together as the “Parties”.

The term “Data” means geophysical and geological information, regardless of the form or medium on which it is displayed or stored. The term “Derivative(s)” means any product derived, generated, or created from the Data, including, but not limited to any and all processed and reprocessed Data, interpretations, or analysis, regardless of the form or medium on which it is displayed or stored and regardless of who produced such derivative products. Collectively, Data and Derivatives shall hereinafter be referred to as “Data”.

As a condition to Receiving Party’s access and restricted use of the Data at Disclosing Party’s premises (“Premises”) pursuant to that certain [Consulting Agreement] dated _____ between Disclosing Party and Receiving Party (“Underlying Agreement”), Disclosing Party and Receiving Party enter into this Agreement whereby the Parties hereto agree and acknowledge that: (1) the use of the Data is governed by a license agreement (“License”) between Disclosing Party and the licensor or owner of the Data (“Licensor”) and is considered Licensor’s proprietary and confidential information; (2) the Data constitutes valuable and highly confidential trade secrets of Licensor that are not generally available and are the sole property and proprietary information of Licensor; (3) title to the Data shall at all times remain with Licensor; and (4) Disclosing Party has acquired, under the terms of the License, only the non-exclusive right to utilize such Data on the terms provided therein.

As consideration for this Agreement, Receiving Party represents and warrants that it will: a) keep and maintain the Data in strictest confidence, in accordance herewith; b) not disclose, release, publish, deliver or otherwise disseminate the Data, directly or indirectly, to any other person or entity; c) not use the Data in any manner or for any purpose other than for purposes of the Underlying Agreement; d) not remove the Data in any form (copies, summaries, transcriptions, interpretations, etc.) for any purpose or reason from the Premises; e) not copy, image, replicate, or duplicate the Data or make transcriptions thereof; and f) not transfer, sell, convey, sublet, assign, lease, license, sublicense, exchange, trade, publish, create a lien, mortgage, pledge, hypothecation, encumbrance, or otherwise dispose of the Data or impair its intellectual property value, whether voluntary, by operation of law, or by any other method.

Upon completion of Receiving Party’s work or services under the Underlying Agreement and/or termination of either the Underlying Agreement or this Agreement, whichever shall first occur, Receiving Party shall immediately return all forms of the Data in its possession, care, custody or control to Disclosing Party and shall retain no copies or transcriptions thereof.

The term of this Agreement shall be contemporaneous with the term of the Underlying Agreement. In addition, the obligations of the Parties under this Agreement shall survive termination of this Agreement for a period of five (5) years.

The Parties agree that Licensor shall be entitled to receive a copy of this Agreement and a map and other detailed description of the Data disclosed hereunder, upon request, and shall be further entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available under the License, at law or in equity. It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

This Agreement will be governed by and construed in accordance with the substantive laws (but not the rules governing conflicts of laws) of the State of Texas and will be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and heirs.

This Agreement may be executed in counterparts, and such counterparts, taken together, shall be deemed to constitute one and the same agreement.

Disclosing Party:

Receiving Party:

By:

By:

Title:

Title:

Date:

Date:

Form of Confidentiality Agreement –PROCESSORS/STORAGE CONTRACTORS

This Confidentiality Agreement (“Agreement”) is entered into this ____ day of _____, ____ between _____ (“Disclosing Party”) and _____ (“Receiving Party. Disclosing Party and Receiving Party are sometimes referred to individually as a “Party” or together as the “Parties”).

The term “Data” means geophysical and geological information, regardless of the form or medium on which it is displayed or stored. The term “Derivative(s)” means any product derived, generated, or created from the Data, including, but not limited to any and all processed and reprocessed Data, interpretations, or analysis, regardless of the form or medium on which it is displayed or stored and regardless of who produced such derivative products. Collectively, Data and Derivatives shall hereinafter be referred to as “Data”.

As a condition to the receipt and handling of the Data on Receiving Party’s premises (“Premises”) pursuant to that certain [Processing Agreement or Storage/Data Management Agreement] dated _____ between Disclosing Party and Receiving Party (“Underlying Agreement”), Disclosing Party and Receiving Party enter into this Agreement whereby the Parties hereto agree and acknowledge that: (1) the use of the Data is governed by a license agreement (“License”) between Disclosing Party and the licensor or owner of the Data (“Licensor”) and is considered Licensor’s proprietary and confidential information; (2) the Data constitutes valuable and highly confidential trade secrets of Licensor that are not generally available and are the sole property and proprietary information of Licensor; (3) title to the Data shall at all times remain with Licensor; and (4) Disclosing Party has acquired, under the terms of the License, only the non-exclusive right to utilize such Data according to the terms provided therein. As consideration for this Agreement, Receiving Party represents and warrants that it will: **a)** keep and maintain the Data in strictest confidence, in accordance herewith; **b)** not disclose, release, publish, deliver or otherwise disseminate the Data, directly or indirectly, to any other person or entity; **c)** not use the Data in any manner or for any purpose other than for purposes of the Underlying Agreement; **d)** not remove the Data in any form (copies, summaries, transcriptions, interpretations, etc.) for any purpose or reason from the Premises except as expressly instructed by Disclosing Party; **e)** not copy, image, replicate, or duplicate the Data or make transcriptions thereof except as expressly instructed by, and for the sole benefit of, Disclosing Party; **f)** not transfer, sell, convey, sublet, assign, lease, license, sublicense, exchange, trade, publish, create a lien, mortgage, pledge, hypothecation, encumbrance, or otherwise dispose of the Data or impair its intellectual property value, whether voluntary, by operation of law, or by any other method; and **g)** inform its owner(s), successors-in-interest and assigns, officers, directors, agents, contractors and employees of the confidentiality and non-disclosures terms and conditions of this Agreement and shall require their strict compliance with such terms. Upon completion of Receiving Party’s work or services under the Underlying Agreement and/or termination of either the Underlying Agreement or this Agreement, whichever shall first occur, Receiving Party shall immediately return all forms of the Data in its possession, care, custody or control to Disclosing Party and shall also remove any and all Data from its computer drives, files, storage, and archival systems.

The term of this Agreement shall be contemporaneous with the term of the Underlying Agreement. In addition, the obligations of the Parties under this Agreement shall survive termination of this Agreement for a period of five (5) years.

The Parties agree that Licensor shall be entitled to receive a copy of this Agreement and a map and other detailed description of the Data disclosed hereunder, upon request, and shall be further entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available under the License, at law or in equity. It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

This Agreement will be governed by and construed in accordance with the substantive laws (but not the rules governing conflicts of laws) of the State of Texas and will be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and heirs.

This Agreement may be executed in counterparts, and such counterparts, taken together, shall be deemed to constitute one and the same agreement.

Disclosing Party:

Receiving Party:

By:

By:

Title:

Title:

Date:

Date:

EXHIBIT C
to the
MASTER GEOPHYSICAL NON-EXCLUSIVE DATA-USE LICENSE
(Multiple Transaction)

RELATED ENTITY LISTING

Related Entities as of the Effective Date of this License are as follows: