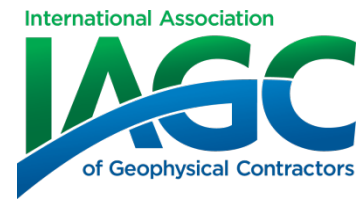


Statement of Principles

Glossary of Terms



- **Activists.** A group of people that pursue aggressive action against the **Geophysical Industry** to support their political agenda which may include **Third Party Direct Action Groups**.
- **Amortization.** A financial device to progressively write down the book value of **Contractor's Data Library** over a period of time.
- **Antitrust.** Legislation which prohibits anticompetitive conduct threatening the efficient operation of the marketplace.
- **[A - Land] Area of Operations.** Means the entire survey area together with the field /base camp location(s).
- **[B - Water] Area of Operations.** Means the survey area together with the extended area reasonably required in order for the vessel to acquire full fold coverage and perform line changes.
- **Client.** The entity that enters into a **Contract** with the **Contractor** who is to provide **Geophysical Services** or a **License Agreement** with the **Data Owner** for **Multi-Client Data**. The term "Company" used in any Contractual Examples refers to the **Client**.
- **Company Group** means **Client**, **Client's contractors** and their **subcontractors** (other than **Contractor** and **Contractor's subcontractors**), **Client's** affiliates, co-venturers, and the officers, directors, employees, agents, representatives, insurers and invitees thereof.
- **Company On-site Representative** means a representative, located at the **Area of Operations**, supervising the performance of the **Geophysical Services** on behalf of **Client**.
- **Consultant.** An individual or company, usually engaged by the **Client** to provide specialist services. For **Multi-Client Data License Agreements**, "**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 **Multi-Client 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 **Multi-Client Data** subject to the **License Agreement** with the exception of an overriding royalty interest, not to exceed a certain percent of the revenues from the geographic area of the respective **Multi-Client Data**, granted by **Licensee** to Consultant under Consultant's compensation arrangements.
- **Contract.** An agreement between **Client** and **Contractor** which sets out the details of the **Geophysical Services** that **Client** requires of **Contractor**. In the **Geophysical Industry** the **Contract** is usually a written document. A **Contract** is legally binding on both parties, and must set out the terms for payment.
- **Contractor.** An entity that has the ability to provide **Geophysical Services**. All the major **Contractors** are members of the IAGC.

- **Contractor Group** means **Contractor**, **Contractor's subcontractors**, **Contractor's affiliates**, and **Contractor** or its **Subcontractor's** invitees, and the officers, directors, employees, agents, representatives, insurers and invitees thereof.
- **Data Library.** The collection of **Non-Exclusive Geophysical Data** belonging to the **Contractor**. The contents of the **Data Library** have a financial value on the **Contractor's** balance sheets.
- **Data Licensing.** A contractual arrangement which allows **Client** to lease **Non-Exclusive Geophysical Data** from **Contractor** who is the **Data Owner**.
- **Data Owner.** For **Non-Exclusive Geophysical Data** this is the **Contractor**.
- **Data Processing.** The manipulation of the raw **Geophysical Data** using sophisticated computer programmes to make it easier to interpret.
- **Derivatives.** Means any product derived, generated, or created from the **Multi-Client Data**, including, but not limited to, any and all processed and reprocessed **Multi-Client Data**, interpretations, or analyses, regardless of the form or medium on which it is displayed or stored whether produced by the **Data Owner**, **Licensee** or **Third Parties**; provided, however, that those products created by **Licensee** or its **Consultants** that are based upon space and time location of the **Multi-Client Data** and/or **Derivatives** but do not directly incorporate actual **Multi-client Data** or **Derivative** values or magnitudes ("Licensee Interpretations") are expressly excluded from "**Derivatives**".
- **E-Commerce.** The process of conducting **Tender** proceedings electronically via the Internet.
- **Exploration Risk** means unforeseeable or unquantifiable risk that may pre-exist or materialize during the course of **Geophysical Services**, that can have a material financial impact on the **Contractor**.
- **Force Majeure.** An unforeseen set of circumstances not covered in the **Contract**, which prevents a **Contract** being successfully carried out.
- **Geophysical Data.** Data acquired by **Contractor** by using geophysical methods such as land, marine or transition zone seismic, Vertical Seismic Profiling, Gravity, Magnetic, Ground Penetrating Radar or Ground Resistivity. The data is used to define geological properties of the Earth to help locate Hydrocarbon deposits.
- **Geophysical Industry.** The industry engaged in the search for hydrocarbons using sophisticated geophysical methods, represented by **Contractors** and their supporting services and suppliers.
- **Geophysical Services.** Those services that **Client** contracted **Contractor** to provide. They can include any method of **Geophysical Data** acquisition or **Data Processing**.
- **Intellectual Property.** All those proprietary programmes and practices developed by **Contractor** which enable it to be competitive, including, but not limited to, any trademarks, copyrights, trade secrets, patents, or other intellectual property rights owned or used under license by **Contractor**
- **License Agreement.** Document containing the contractual terms of **Multi-Client Data** licensing.

- **Licensee.** A Client who enters a **License Agreement** with the **Data Owner** for **Multi-Client Data**.
- **Marine Mammals.** All those mammals that live in the sea. Cetaceans are the largest group, but Polar Bears, Pinnipeds, Sirenians and Sea Otters are included.
- **Material Information.** All that information that may have a relevant impact on the effective conduct and cost of providing **Geophysical Services**. At the time of **Contract** negotiations there is an expectation of full disclosure by both parties to their mutual benefit.
- **Multi-Client Data.** Sometimes referred to as "Spec Data" or "Non- Exclusive Geophysical Data". It is geophysical and geological information, regardless of the form or medium on which it is displayed or stored acquired by the **Data Owner** at its own expense with the intent to license the data to prospective **Clients**.
- **Partner.** Means, for **Multi-Client Data License Agreement**, third parties contractually related to **Licensee** in third party business transactions (whether or not such relationships constitute a partnership at law).
- **Predictable Damages** means those damages or losses that (i) are of a type that can be reasonably foreseen in advance of the **Geophysical Services** due to the nature or location of such **Geophysical Services**, (ii) occur although the **Geophysical Services** are conducted by **Contractor Group** with due care and in accordance with the **Contract**, and (iii) that do not result from the negligence of **Contractor Group**.
- **Public Domain.** Available to the general public with no constraints with regard to patent, copyright or **Intellectual Property**.
- **Reverse Auction.** A type of auction in which the roles of buyer and seller are reversed. In an ordinary auction (also known as a forward auction), buyers compete to obtain a good or service by offering increasingly higher prices. In a reverse auction, the sellers compete to obtain business from the buyer and prices will typically decrease as the sellers undercut each other.
- **Seismic Operations.** The activities of **Contractor** to acquire **Geophysical Data and provide Geophysical Services**, which can take place on land, in transition zones or at sea, and use seismic methods.
- **Show.** Means to display or otherwise allow passive viewing, under the direct supervision and control of **Licensee**, of the **Multi-Client Data** or derivatives for short periods of time that shall not exceed XX 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 **Multi-Client Data** or derivatives are displayed; (ii) make copies, summaries, transcriptions, reproductions or interpretations of any type; (iii) remove copies, summaries or transcriptions of the **Multi-Client Data** or derivatives from **Licensee's** premises; or (iv) otherwise impair the intellectual property value of such **Multi-Client Data** or derivatives.
- **Standby Rate** means chargeable vessel time for all non-productive periods (when no **Geophysical Data** can be recorded in accordance with technical specification) for enumerated reasons and during specific time frames stated in **Contract**. See list of **Standby Rate** Conditions in Exhibit b.
- **[A - Land] "Special Risk Zone** means inside safe exclusion distances as recognised by OGPof (i) pipelines, (ii) buildings, storage areas or walls, (iii) roads, (iv) rivers, canals, lakes and water sources, (iv) underground infrastructure or (iv)

- **[B - Water] "Special Risk Zone"** means within (i) 500 metres of oil and gas drilling, production or storage facility or any other vessel or installation that has a fixed connection to the seabed, or (ii) areas of shallow water.
- **Subcontractor.** An entity that is under a contractual agreement with **Client** or **Contractor** to provide services within the main **Contract**.
- **Tender.** An offer by **Contractor** to **Client** usually submitted as a written document, setting out the facilities, the methods and fees to provide the **Geophysical Services**, which will form the basis of the **Contract** if the **Client** accepts the offer.
- **Third Parties.** Any entity, company or individual that is not signatory to a **Contract** or, in regards to **Multi-Client Data**, a **License Agreement**. A person or entity that is neither a member of **Company Group** or **Contractor Group**.
- **Third Party Direct Action Groups.** A group of people who take action which is intended to reveal an existing problem, highlight an alternative, or demonstrate a possible solution to a social issue through non-violent or violent activities which target persons, groups, or property. Such groups may include Activists with specific political or social agendas focused on the **Clients** and environmental issues.
- **Transfer Fees.** A contractual device to allow **Licensee** to transfer its licensed **Multi-Client Data** to a **Partner** or another **Third Party** not included in the original **License Agreement** while still protecting the economics of the non-exclusive business model of **Data Owner**.
- **Turnkey** means a unit rate applied to **Geophysical Services** that includes all or part of predictable risk involved in the performance of **Geophysical Services**.