

TERRANUBIS DERIVATIVE WORK LICENSE AGREEMENT

This Derivative Work License Agreement, hereinafter "License", is made on _____ (the "Effective Date")

Between

_____, a corporation with its principal place of business at _____, using email address _____.
hereinafter "Licensee" of the one part

And

TerraNubis BV, a corporation with its principal place of business at Nijverheidstraat 11-2, 7511 JM Enschede, The Netherlands, using email address info@terranubis.com, hereinafter "Licensor" of the other part

WHEREAS:

Licensee wants add value to a geoscientific data set that may consist of - but is not limited to - seismic data, well data, with or without interpretations, 3D models, and / or standalone interpretation reports, hereinafter individually and collectively referred to as "Data" by working on the Data with the aim of creating value-added derived products including but not limited to: re-processed data, inverted data, attribute volumes, interpretations of seismic, petro-physical analysis, electro-facies classifications, well markers, well-ties, and so on, hereinafter "Derivative Work"

AND WHEREAS:

Data is owned either by Licensor, or by a third party for which Licensor resells Data under an exclusive reseller agreement on a cloud platform named TerraNubis (www.terranubis.com)

AND WHEREAS:

Licensor is willing and able to grant to Licensee a License of the Data under the following terms and conditions:

1. LICENSEE RIGHTS: To the extent and only to the extent Licensor is permitted to do so by the applicable contracts, Licensor hereby grants to Licensee, subject to the terms of this License, the following rights:

a. a non-exclusive right to utilize Data described on Attachment I and received pursuant to this License for the sole purpose of creating Derived Work, and

b. to offer the Derived Work as an additional product to buyers of Data, either free-of-charge, or for sale at a price set by Licensee, on TerraNubis under the terms and conditions of a reseller agreement that shall be signed between Licensor and Licensee before the Derived Work is to be published on TerraNubis.

2. LICENSEE OBLIGATIONS: Licensee agrees

a. that the original Data shall be maintained as confidential, and shall not be disclosed, sold, traded, copied, distributed, transferred, disposed of or otherwise made available to any other parties, except affiliates under common control or ownership with Licensee, and any company acquiring or merging with Licensee, and

b. that Derived Work shall be distributed exclusively via TerraNubis under the reseller agreement between Licensor and Licensee described under Clause 1b hereof.

3. CONFIDENTIALITY NOTICE: Licensee can make copies of any Data for the sole purpose of using such copies pursuant to the rights granted herein; provided that all such copies shall bear notice of the restricted use of the Data on the Data or its container.

4. OWNERSHIP OF DATA: Licensee agrees that the Data is a valuable property right of the Data owner, hereinafter the "Owner" and that the Owner, be it either Licensor, or a third party for which Licensor resells the Data under an exclusive reseller agreement, shall continue to own the Data, as well as any copyright, trade secret, or any other intellectual property right related to the Data, and shall have the exclusive right to sell, trade, loan, copy, disclose, distribute, transfer, or otherwise make available the Data to others, except as provided herein.

5. FIELD TAPES: Copies of field tapes and associated support Data, when available, will be made available at Licensee's request and sole expense during the term of this License.

6. DATA DELIVERY: Data delivery is via a secure link that permits Licensee to download the Data from TerraNubis within a period of thirty days. A delay in delivery may occur for the following reasons

a. if the requested Data is not stored on a permanent basis in TerraNubis Licensor shall inform the Owner that a request for Data was received after which Owner is obliged to upload the Data within seven days

b. At request of Licensee Data can be delivered on a physical medium such as a Hard-Disk or a USB-stick that is sent to Licensee by express mail or courier service. The costs including all applicable taxes and levies for delivering Data in this way shall be paid by Licensee.

7. DERIVED WORK OWNERSHIP: Licensee shall have the right

- a. to reformat and/or reprocess the Data using software or other technology, and the reprocessed Data shall be subject to the same restrictions regarding confidentiality, use, disclosure and transfer as the Data covered hereby, and so marked to indicate such restrictions, under these conditions the reprocessed Data will be owned by Licensee, and
- b. interpretations prepared by Licensee using the Data shall be the sole property of Licensee and will not be subject to the restrictions as provided above, and
- c. Licensee shall have the right to present Derived Work at scientific conferences and to write about Derived Work in scientific papers and academic theses, and Licensee has permission to create and use images of the Data to describe the Derived Work for scientific and promotional purposes, however
- d. as stated under Clauses 1b and 2b hereof interpretations cannot be sold, or given away for free other than via TerraNubis under the terms and conditions of a reseller agreement between Licensor and Licensee.

8. DISCLAIMER OF WARRANTIES: Licensor makes no warranty or representation, express or implied, with respect to the accuracy, completeness, or materiality of the Data now, heretofore, or hereafter made available to Licensee hereunder, or as to the right and authority of Licensor to deliver the Data to Licensee. Licensee accepts the Data "AS IS," "WHERE IS," and "WITH ALL FAULTS." Except as expressly provided herein, no warranties or representations of any kind or character, express or implied, including any warranty of quality, merchantability, fitness for a particular purpose or condition, are given on behalf of Licensor, and Licensee hereby waives all warranties, express or implied, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose or condition, or conformity to samples.

9. CONSEQUENTIAL DAMAGES: Notwithstanding anything to the contrary contained hereinabove, neither Licensor, nor Licensee shall be liable to the other party for punitive, indirect, incidental or consequential damages resulting from or arising out of this License or the use by Licensee of the Data, including, without limitation, loss of profit or business interruption, however same may be caused.

10. APPLICABLE LAW: This License and questions regarding the validity, interpretation, performance or breach hereof shall be governed, construed and enforced in accordance with the laws of Great Britain, without regard to principles of conflicts of laws otherwise applicable to such determinations. Any judicial proceeding brought against either of the parties hereto with respect to this LICENSE shall be brought ONLY in a court located in Great Britain.

11. ASSIGNABILITY: This License shall not be assignable by Licensee without the prior written consent of Licensor, which shall not be unreasonably withheld.

12. NOTICES: 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 air mail, registered or certified and return receipt requested, post prepaid, or electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

13. TERM: This license shall continue for a term of 20 years.

14. BREACH OF AGREEMENT: If Licensee is in breach of its obligations under this Agreement Licensee shall be liable to pay a fine that equals five times the selling price of Data on TerraNubis.

15. General Data Protection Regulation: Data and information supplied under this Agreement is protected by [TerraNubis' privacy policy](#), which is included in this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this License effective as of the date first above written.

Licensee Name: _____

By: _____

Title: _____

Licensor Name: TerraNubis BV

By: Dr. Paul. F.M. de Groot

Title: CEO

Attachment I: Data for Derived Work in TerraNubis

The following data sets are requested for creating Derivative Work:

Project Name: _____
Project Type¹: _____
Vintage: _____
Total Area: _____

Project Name: _____
Project Type¹: _____
Vintage: _____
Total Area: _____

Etc.

1

For example: 2D seismic, 3D seismic, Pre-stack PSTM, Petrel static model, OpendTect 3D seismic, Interpretation report, ...