

## TERRANUBIS DATA PURCHASE LICENSE AGREEMENT VERSION NOVEMBER, 1<sup>st</sup>, 2018

This Data Purchase License Agreement is between **Licensee** 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](mailto:info@terranubis.com), hereinafter "Licensor" of the other part

WHEREAS:

Licensee wants to purchase from Licensor a geoscientific data set and Licensor is willing to grant to Licensee a License of the Data under the following terms and conditions:

**1. DEFINITIONS:** In this Agreement the following expressions shall have the following meanings:

**a.** "Data" shall mean the geoscientific data set that is purchased via the cloud-based portal [www.terranubis.com](http://www.terranubis.com) and which may consist of - but is not limited to - seismic data, well data, with or without interpretations, 3D models, and / or standalone interpretation reports.

**b.** "Acquiring Entity" shall mean the organization or individual that is acquiring the Data under this Agreement.

**c.** "Licensee" shall mean the Acquiring Entity and any organization or other legal entity that directly or indirectly is controlled by Acquiring Entity. Control means ownership, directly or through one or more affiliates, of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity. Licensee does not include any legal entity that TerraNubis (through court order or other legal limits including, but not limited to, economic or technology sanctions) is not permitted to provide Data to.

**2. TERM:** This Agreement shall commence on the date the secure link to the Data is sent to Licensor as defined in Clause 7c, hereof. The Agreement shall continue for a term of 20 years.

**3. 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 non-exclusive right to utilize the Data described on Attachment I and received pursuant to this License, together with any copies thereof, derivative works, reprocessed Data, analyses and interpretations, and Licensee agrees that the Data shall be maintained as confidential, shall be for its own internal use only 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. The above obligations are subject to the following exceptions:

**a.** Licensee may provide the Data to a consultant for the preparation of an analysis or interpretation for Licensee; provided such consultant is not allowed to retain a copy of the Data and agrees in writing to treat the Data as confidential.

**b.** Licensee may show the Data, but not provide copies thereof, to any third party or parties with which Licensee proposes to conduct good faith negotiations at arm's length respective to the development of hydrocarbons, minerals, geothermal, or other commercial applications in, on, or under any region which is geologically related to the area on which the Data was taken; provided that such third parties agree in writing to hold all such Data in confidence. Such third parties shall not be allowed to independently work the Data.

**c.** Such Data may be shown to, and copies thereof provided to, agencies of federal and state governments having jurisdiction to the extent required by applicable law or regulation and Licensee shall use reasonable commercial means to require the confidential treatment of the Data disclosed.

**4. 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.

**5. 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.

**6. 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.

**7. INVOICING AND PAYMENT:** At the time of placing a Purchase Order for Data on the cloud portal named TerraNubis ([www.terranubis.com](http://www.terranubis.com)), Licensee shall pay electronically via said portal, which is owned and maintained by Licensor.

**a.** In case Buyer cannot pay directly via the TerraNubis portal Licensor will invoice Licensee within seven days from placing the Purchase Order. The payment term on invoices is thirty days.

**b.** Independent of the payment method described above Data will only be delivered after Licensor received payment in full.

**c.** Data delivery is via a secure link that permits Licensee to download the purchased Data from TerraNubis within a period of thirty days.

d. At request of Licensee the 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. Additional costs for delivering Data in this way shall be paid by Licensee.

8. **TAXES:** Licensee shall reimburse Licensor for any federal, state or local transaction tax arising from this License, including, but not limited to, sales tax, use tax, or transfer tax, which is borne by Licensor whether collected by the taxing authority at the time of delivery and payment hereunder or thereafter.

9. **REPROCESSING:** Licensee shall have the right to reformat and/or reprocess the Data using software or other technology, and the reprocessed Data will be owned by Licensee; provided that such 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. 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.

10. **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.

11. **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.

12. **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.

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

**14. 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 TerraNubis cloud portal, or to the address that a party has notified to be that party's address for the purposes of this section.