



MASTER LICENSE AGREEMENT

NO. LP-2007-MASTER-002

for

REMOTE SENSING DATA

THIS MASTER LICENSE AGREEMENT (the "Agreement") is effective the 8th day of November, 2007, between **Spatial Energy, LLC.** on its own behalf and for the benefit of its Related Entities (the licensing entity as determined in the manner hereafter provided, whether Spatial Energy, LLC. or a Spatial Energy, LLC. Related Entity, shall hereinafter be called the "Licensor") and **Esso Exploration Inc.** ("Licensee"), on its own behalf and for the benefit of its Related Entities (the licensing entity as determined in the manner hereafter provided, whether Esso Exploration Inc. or a Related Entity, shall hereinafter be called the "Licensee").

WHEREAS, Licensee from time to time desires to license from Licensor certain remote sensing data which is owned by and proprietary to Licensor or which Licensor has the right to license on behalf of the owner; and

WHEREAS, this Master License Agreement establishes terms and conditions that are incorporated into specific agreements (each such agreement shall be referred to as a "Supplemental Agreement") for the acquisition of data by Licensee: and

WHEREAS, each transaction whereby Licensor, at the request of Licensee in the form of a Supplemental Agreement, provides Data to Licensee shall be a separate license agreement subject to the terms and conditions of this Agreement and such Supplemental Agreement as shall be agreed to at the time of the transaction.

The parties agree:

1. DEFINITIONS

- 1.1. "Consultant" shall mean a Third Party (whether individual, corporate or other entity) engaged by Licensee or its Related Entities to interpret, analyze or make technical studies of the Data or otherwise work with the Data.
- 1.2. "Data" shall mean proprietary geophysical or geological information, regardless of the form or medium on which it is displayed, which Licensor either owns or for which it has the right to grant use licenses and which is licensed to Licensee pursuant to a Supplemental Agreement. Subject to Article 7.1, the term shall also include data licensed hereunder by Licensor, which is reprocessed for the benefit of the Licensee. The term shall not include work products of Licensee, its Related Entities or Consultants, which may be based upon the Data but which do not display or show the Data either in the form received from Licensor or in a reprocessed form.
- 1.3. "Participant" shall mean a Third Party, which becomes contractually related to Licensee in a Third Party Business Transaction.

- 1.4. "Potential Participant" shall mean a Third Party with which Licensee is, or shall be, conducting bona fide negotiations in an endeavor to conclude a Third Party Business Transaction.
- 1.5. "Potential Purchaser" shall mean a Third Party with which Licensee is, or shall be, conducting bona fide negotiations in an endeavor to conclude a Third Party Acquisition
- 1.6. "Purchaser" shall mean a Third Party, which consummates a Third Party Acquisition with Licensee.
- 1.7. "Related Entity" shall mean any individual, corporation, partnership, trust or other entity which (i) a party either owns or otherwise controls, (ii) owns or otherwise controls a party or (iii) is under common ownership or control with a party by another entity. "Ownership" shall mean, in the case of a corporation or other entity which issues voting securities, at least 50% (or such lesser percentage which results in actual or de facto control) of the outstanding common stock or other voting securities and, in the case of a partnership, trust or other entity, at least 50% (or such lesser percentage which results in actual or de facto control) of the interest in the profits thereof. "Control" shall mean the ability to control or determine the management of the entity in question, whether by the election of members of the Board of Directors or other governing body of such entity or by any other means.
- 1.8. "Third Party" shall mean any corporation, individual, partnership, trust or other entity not a party to this Agreement (including Purchasers and Participants and Potential Purchasers and Participants) other than a Related Entity.
- 1.9. "Third Party Acquisition" shall mean any transaction whereby any Third Party acquires all or part of the petroleum assets, interests or voting securities of Licensee.
- 1.10. "Third Party Business Transaction" shall mean a farmout, operating agreement, acreage trade, area of mutual interest, joint bidding agreement, joint venture and similar business transactions entered into by the oil and gas industry, for the joint exploration and/or development of a particular geographical area(s).
- 1.11. "Transfer" shall mean the sale, assignment, transfer, exchange, encumbrance, or other disposition of the Data.
- 1.12. "Taxes" include all compulsory charges imposed pursuant to the authority of a country, or political subdivision thereof, to levy taxes or fees on an entity or activity. Taxes include, but are not limited to, income taxes, employment taxes, franchise taxes, sales and use taxes, value added taxes ("VAT"), property, ad valorem and excise taxes. For purposes of this Agreement, Taxes do not include import/export customs duties or fees and stamp duties. (See Sub-Clause 4.5 through 4.5.5).

2. OWNERSHIP OF THE DATA

Licensee acknowledges that the Data is confidential and that title to and ownership rights in such Data shall at all times remain in the owner in accordance with any applicable laws, orders and regulations of government, Licensee acquiring, under the terms hereof, only the non-exclusive right to utilize such Data, as provided herein. Licensee shall not Disclose or Transfer the Data to Third Parties, except as may be provided in this Agreement. Licensee shall own the work products derived from the Data and

such work products shall not be subject to this Agreement; provided, however, the Data itself remains subject to the terms of the Agreement.

3. SUPPLEMENTAL AGREEMENT

A Supplemental Agreement executed by both Licensor and Licensee shall be required prior to Data delivery. Such Supplemental Agreement shall describe in detail the content of the Data such as, but not limited to, the line identification, shot points, mileage, reproduction charges and license fee (i.e., cost per mile) and shall incorporate by reference this Agreement. A Supplemental Agreement shall be in a form similar to that of the example attached hereto. A Supplemental Agreement may be issued by a party to this Agreement or its Related Entities. Acceptance of a Supplemental Agreement by Licensor or a Licensor Related Entity shall establish a separate license agreement for the Data identified in the Supplemental Agreement between the entity issuing it (such entity being the Licensee for all purposes of this Agreement) and Licensor or its Related Entity (such entity being the Licensor for all purposes of this Agreement), incorporating the terms and conditions of the applicable Supplemental Agreement and this Master License Agreement. In the event of any conflict between the provisions of this Agreement and a Supplemental Agreement, the terms and conditions of the Supplemental Agreement shall prevail.

4. DATA DELIVERY/PAYMENT

- 4.1. Data delivered to Licensee under the terms of this Agreement and a Supplemental Agreement thereto shall be accompanied by a transmittal letter or delivery form which shall reference this Agreement, the Supplemental Agreement, and Licensee's Authorization number and describe in detail the content and form of the Data, such as, but not limited to, the project type and delivery format.
- 4.2. Immediately after Data delivery, Licensee will be invoiced the amount of the Supplemental Agreement fee plus applicable media copying, handling, and shipping and insurance costs as set forth in such Supplemental Agreement. Such invoice shall reference this Agreement, the Supplemental Agreement and Licensee's Authorization number.
- 4.3. Licensee agrees to pay Licensor in accordance with the charges specified on an undisputed invoice correctly submitted to Licensee in accordance with the provisions of Article 4.2 above within 30 days of the date said invoice is received by Licensee. Payment by Licensee pursuant to this Article 4.3 shall not limit Licensee's rights to dispute any of the charges invoiced or to claim unsatisfactory performance by Licensor under a Supplemental Agreement.
- 4.4. Subject to Article 4.2, the full amounts invoiced will be payable to Licensor by Licensee, at the location specified in the Supplemental Agreement, in United States of America Dollars, or if another currency is specified in a Supplemental Agreement, such other currency. Payment shall be consistent with the laws and regulations governing the jurisdictions where Data is received and where payment is made.
- 4.5. Tax Responsibilities.
 - (a) Licensor shall
 - (i) be responsible for and pay (or cause to be paid) when due all Taxes for which Licensor or subcontractors are liable by reason of the performance of the licensing or transfer of Data under this Agreement;

- (ii) make reasonable efforts to minimize Taxes arising with respect to the licensing or transfer of Data under this Agreement, including, but not limited to, cooperating and reasonably assisting Licensee in supporting claims for exemption, as well as for credits, on purchases or materials;
 - (iii) supply to Licensee in the form and within reasonable time limits specified by a written notice from Licensee to Licensor the information necessary to enable Licensee to comply with any lawful request for such information from any governmental authority having responsibility for assessment or collection of Taxes; and
 - (iv) if required by applicable law, establish and register an office in the country or countries (and any applicable political subdivision thereof) where any part of the licensing or transfer of Data may occur and qualify as an organization operating and doing business therein, and register and file such notices and/or tax returns with the taxing authorities of such country.
- (b) Licensee shall pay all Taxes for which Licensee is liable under law by reason of the licensing or transfer of Data under this Agreement.
- 4.5.1. Withholding Taxes. Licensee shall withhold Taxes from payments to Licensor as required by Law. Upon payment of the amount withheld to the appropriate government entity or agency such amount withheld shall be deemed payment to the respective Licensor and Licensee shall have no further obligation to pay such amount to the respective Licensor. Production of a receipt or other evidence of withholding shall be conclusive proof between the Parties of such withholding. Upon written request from Licensor, Licensee shall provide a withholding tax receipt or other evidence of withholding to Licensor.
- 4.5.2. Indemnities. In addition to the general indemnities, Licensor shall defend, indemnify and hold Licensee harmless from liability to any competent authority resulting from Licensor's or Licensor's employees' or Subcontractor's failure to make timely payment of, or timely filings with respect to, any obligations to pay Taxes attributable to Licensor or a Subcontractor incurred in respect to the Services. Such indemnities shall include all penalties and interest imposed in addition to the Taxes due as a result of Licensor's, Licensor's employees' or Subcontractor's failure to comply with reporting, filing, payment or procedural requirements. Licensor shall be liable for and shall indemnify Licensee for any incremental withholding Taxes (not including any interest or penalties assessed) imposed by an appropriate government entity or agency on payments to Licensor in excess of amounts initially withheld by Licensee per Sub-Clause 4.5.1 above.
- 4.5.3. Import/Export Customs Duties and Fees; Stamp Duties. Except as otherwise provided in an applicable Order, Licensor shall pay import/export license fees, import/export duties, and stamp duties required to be incurred in respect to the Services. Compensation, if any, to Licensor for such import/export based customs duties or fees and stamp duties will be made upon presentation of an undisputed invoice accompanied by such documentation to substantiate payment of said fees and/or stamp duties.
- 4.5.4. Invoicing Procedures. If Licensor has a legal responsibility to collect any Taxes directly from Licensee for payment to the appropriate taxing authorities, the portion of any

payment from Licensee to Licensor representing such Taxes shall be separately stated in the invoice in a manner (and with all accompanying documentation necessary to) satisfy the legal invoicing requirements for the VAT or other Taxes imposed on Licensee. Absent such legal requirement, Licensor shall not identify any separate item constituting Taxes. Licensee shall not be obligated to pay invoices that do not comply with invoicing procedures.

- 4.5.5. Priority of Clause 4 with respect to Taxes. The provisions of Clause 4.5 through 4.5.5 of this Agreement shall be controlling with respect to all rights and obligations of Licensee, Licensor and Subcontractors to pay and bear the cost of Taxes imposed in connection with the licensing or transfer of Data under this Agreement undertaken pursuant to the terms of this Agreement.

5. TERM

- 5.1. This Agreement shall be in effect from the date set forth above and shall continue in effect until terminated by the mutual consent of the parties. A Supplemental Agreement relating to the Data identified therein shall have a term of forty (40) years from the date thereof and shall continue thereafter on a year to year basis so long as termination does not occur in accordance with the provisions of this Article.
- 5.1.1. Either party may elect to terminate a Supplemental Agreement at the end of a term by giving the other party written notice of termination at least sixty days prior to the end of the initial term of forty years or prior to the end of any year thereafter.
- 5.1.2. Licensee may terminate a Supplemental Agreement at anytime by returning to Licensor the Data associated with such a Supplemental Agreement or by destroying such Data or by doing a combination of both.
- 5.1.3. Licensor may terminate a Supplemental Agreement if Licensee fails to comply with the terms and conditions of this Agreement or the Supplemental Agreement. Prior to any such termination, Licensee shall be given ninety (90) days advance written notice by Licensor of such election and afforded the opportunity during the notice period to reasonably cure the failure to comply. If Licensee reasonably cures such failure within the applicable time period, no termination shall occur.

- 5.1.4. A termination of one Supplemental Agreement will not affect a termination of any other Supplemental Agreement granted under this Agreement. Upon termination of a Supplemental Agreement, Licensee shall either return to Licensor the media and documentation comprising the Data in its possession or destroy such Data or do a combination of both. Notwithstanding the provisions of Article 5.1.3, if Licensee should breach any condition or provision of a Supplemental Agreement concerning prohibitions against or restrictions imposed upon disclosure or transfer of the Data, Licensor shall give Licensee notice of such breach and allow thirty (30) working days for Licensee to cure the breach. If the breach is not cured, the Supplemental Agreement shall terminate unless Licensor provides written waiver of the breach. 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, Licensee may retain such copy for the period it normally archives backed up computer records and the terms of a Supplemental Agreement pertaining to the sale, trade, or disclosure and the confidentiality of the Data shall survive and be applicable until the information on such back-up copy is destroyed.

6. RIGHTS OF LICENSEE

- 6.1. Licensor warrants that it has the authority and right to acquire and grant and hereby grants to Licensee the paid-up, world-wide, non-exclusive right to use the Data. Licensee shall not disclose, provide or Transfer the Data except as provided in this Agreement.

6.1.1. Related Entities

Licensee may disclose, provide or Transfer the Data to its Related Entities with no additional license fee payable to Licensor and such Related Entities shall have the same rights of use in and to the Data as Licensee; provided, however, that in the event a Related Entity of Licensee ceases to be a Related Entity, both the physical possession of the Data and the use rights of such former Related Entity shall revert to Licensee and such former Related Entity shall no longer retain possession of the Data.

6.1.2. Consultants

Licensee may make the Data available to a Consultant, provided that the Consultant shall agree, in writing, that the Data is confidential and will not be revealed to any other party and that all Data shall be returned to Licensee upon completion of the work.

6.1.3. Potential Participants/Purchasers

Licensee may disclose but may not Transfer the Data to Potential Participants and Potential Purchasers, provided:

- 6.1.3.1. Any disclosure to a Potential Purchaser or Potential Participant shall be limited to providing only Data relevant to those geographical areas subject to the negotiation;
- 6.1.3.2. The Potential Purchasers and Potential Participants shall agree not to utilize the Data in making a regional interpretation and shall agree in writing to maintain the confidentiality of the Data;

- 6.1.3.3. Data may be made available to each Potential Purchaser or Potential Participant individually for a limited period of time in a secure environment controlled by Licensee or one of its Related Entities (hereinafter the "Premises"). Subject to the terms herein, Data may be made available on a workstation, in hardcopy or other media.
- 6.1.3.4. In addition to the disclosure rights granted in Article 6.1.3.3., Licensee may provide to each Potential Purchaser and Potential Participant a maximum of twenty-five (25) Data images (unless a greater number is agreed to in writing by Licensor), in hardcopy or digital form (pdf or tiff or other similar digital image files wherein the Data may be viewed but not manipulated), which such Potential Purchaser or Potential Participant may remove from the Premises, subject to the following:
- 6.1.3.4. (a) Each Potential Purchaser or Potential Participant must agree that the Data images shall be used only for such Potential Purchaser or Potential Participant's internal assessment of the transaction under consideration; and
 - 6.1.3.4. (b) Each Potential Purchaser and Potential Participant must agree to not make further copies of such images and to return such images to Licensee within forty-five (45) days of receipt thereof; and
 - 6.1.3.4. (c) Licensee shall inform each Potential Participant and Potential Purchaser that the Data is licensed from Licensor and shall mark each image with a form of coding or writing identifying such image as licensed from Licensor.

6.1.4. Technology Demonstrations

In addition to the other disclosure rights granted herein, Licensee may briefly display the Data during technology demonstrations to Third Parties, provided that such demonstrations are not for the purpose of interpreting the Data or marketing any interest in the area covered by the Data.

6.1.5. Participants

- (a) Licensee may disclose the Data to Third Party operators for the benefit of joint operations in which Licensee or its Related Entities have an ownership interest, provided that such joint operations are located wholly or partially within areas from which the Data was acquired and such Third Party operator agrees in writing to maintain the Data as confidential.
- (b) Licensor agrees that it will license the Data to each Participant in joint operations in which Licensee or its Related Entities have an ownership interest upon terms and conditions substantially as provided herein at such cost as may be negotiated by Licensor and the Participant but not to exceed that amount paid by Licensee.

6.1.6. Governmental Agencies

Data may be disclosed to government entities in compliance with applicable laws, regulations, orders, or other required disclosures and may be disclosed if so directed by a court of competent jurisdiction; provided, however Licensee shall notify Licensor prior to making such disclosure.

6.1.7. Public Domain Information

The obligation to keep the Data confidential does not apply to such part of the Data (i) which is published or otherwise becomes part of the public domain for reasons other than the act or omission of Licensee, or (ii) which Licensee can demonstrate was in its possession at the time of disclosure and was not acquired by Licensee directly or indirectly from Licensor on a confidential basis, or (iii) becomes available to Licensee on a non-confidential basis from a source other than Licensor (whether directly or indirectly) and which source to the best of Licensee's knowledge did not acquire the information on a basis of confidentiality to Licensor.

- 6.2. Licensee can make (or have a Consultant 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 clearly display Licensor's name as the Licensor or some other form of internal coding or identification to insure that the Data is known to be licensed. This notice shall not be removed, obliterated, concealed or otherwise obscured by Licensee or those to whom the Data is disclosed or transferred, as permitted in this Agreement.
- 6.3. Licensee may obtain a copy of Licensor's field and intermediate data, if available, at the normal pricing in effect at the time such data is ordered by Licensee. Licensee's use of the media so obtained and the information contained on or derived from the media shall be restricted to the same rights as herein granted for the use of Data covered by this Agreement.

7. REPROCESSING DATA

- 7.1. Licensee shall have the right to reprocess the Data either by itself, by a Related Entity, or by a third party whose business it is to reprocess data if such third party has agreed to keep the Data confidential. The media obtained from Licensor for the purpose of reprocessing the Data with techniques more suitable to Licensee shall not be disclosed in the original or reprocessed form to any Third Party except as provided in this Agreement. Licensor agrees that it will not disclose, sell, assign or transfer any part of the Data reprocessed by or for the account of Licensee without the express prior written consent of the Licensee. Any attempt to sell, assign or transfer such reprocessed Data by Licensor shall be void and of no effect. Licensee may provide to, Transfer or otherwise disclose any part of Data reprocessed by or for the account of Licensee to a Third Party who has previously licensed from the Licensor the Data included in the reprocessed form, provided that the Third Party recipient agrees that such reprocessed Data will be maintained by it as confidential in the same manner and to the same extent as such Third Party is required to keep the Data under its own license and that such reprocessed Data shall be subject to all other use and disclosure terms contained in such Third Party's license.

Reprocessed Data shall have added to it or on its container the notice set forth in Article 6.2 herein.

- 7.2. In the event of termination of a Supplement covering Data that is reprocessed and provided, disclosed or Transferred to a Third Party pursuant to Article 7.1, Licensee shall not be required to retrieve such reprocessed Data from such Third Party (as such reprocessed Data remains subject to such Third Party's license from Licensor); provided, however, that the provisions of Article 7.1 shall continue in effect with respect to Licensor's rights in and to the reprocessed version of such Data.

8. OBLIGATIONS/REPRESENTATIONS OF LICENSOR

- 8.1. **DATA DELIVERED TO LICENSEE HEREUNDER ARE, TO THE BEST OF THE KNOWLEDGE, INFORMATION AND BELIEF OF LICENSOR, ACCURATELY PREPARED IN ACCORDANCE WITH ACCEPTED INDUSTRY PRACTICES , BUT LICENSEE ACKNOWLEDGES IT IS ACCEPTING THE DATA "AS IS" AND LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR DESCRIPTION IN RESPECT THERETO EXCEPT AS PROVIDED HEREIN. SUCH DATA IS DELIVERED WITH THE EXPLICIT UNDERSTANDING AND AGREEMENT THAT ANY ACTION LICENSEE MAY TAKE BASED ON THE DATA RECEIVED SHALL BE AT ITS OWN RISK AND RESPONSIBILITY AND LICENSEE SHALL HAVE NO CLAIM AGAINST LICENSOR AS A CONSEQUENCE THEREOF, EXCEPT AS PROVIDED HEREIN.**
- 8.2. **LICENSOR AGREES TO DEFEND AND HOLD LICENSEE (AND ITS RELATED ENTITIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES) HARMLESS, AT ITS SOLE EXPENSE, FROM LEGAL PROCEEDINGS BROUGHT AGAINST IT OR LICENSEE CLAIMING INFRINGEMENT OF A PATENT BY LICENSOR IN ITS PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. LICENSEE WILL PROMPTLY NOTIFY LICENSOR IN WRITING OF ANY SUCH INFRINGEMENT OF WHICH LICENSEE IS AWARE AND WILL GIVE LICENSOR AUTHORITY, INFORMATION, AND ASSISTANCE, AT THE EXPENSE OF LICENSOR, IN DEFENSE OF SUCH PROCEEDING. LICENSEE MAY BE REPRESENTED BY ITS OWN COUNSEL AND MAY PARTICIPATE IN ANY PROCEEDING TO WHICH IT AND LICENSOR ARE DEFENDANTS, PROVIDED, HOWEVER, LICENSOR SHALL CONTROL THE DEFENSE THEREOF.**
- 8.3. **LICENSOR SHALL DEFEND AND HOLD LICENSEE (AND ITS RELATED ENTITIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES) HARMLESS, AT ITS SOLE EXPENSE, FROM ANY CLAIMS WHICH MAY BE MADE AGAINST LICENSEE BY ANY THIRD PARTY OR EMPLOYEES OF LICENSOR GROWING OUT OF OR RELATED TO THE CONDUCT BY LICENSOR OR OWNER OF THE DATA OF ITS OPERATIONS IN ACQUIRING AND PROCESSING THE DATA AND FROM ANY CLAIMS ARISING FROM A BREACH BY LICENSOR OF THE WARRANTY PROVIDED IN ARTICLE 6.1. LICENSEE WILL PROMPTLY NOTIFY LICENSOR IN WRITING OF ANY SUCH CLAIM OF WHICH LICENSEE IS AWARE AND WILL GIVE LICENSOR AUTHORITY, INFORMATION, AND ASSISTANCE, AT THE EXPENSE OF LICENSOR, IN DEFENSE OF SUCH PROCEEDING. LICENSEE MAY BE REPRESENTED BY ITS OWN COUNSEL AND PARTICIPATE IN PROCEEDINGS TO WHICH IT AND LICENSOR ARE DEFENDANTS, PROVIDED, HOWEVER, LICENSOR SHALL CONTROL THE DEFENSE THEREOF.**

- 8.4. LICENSOR MAKES NO GUARANTEE THAT LEASES OR CONCESSIONS FOR AREAS COVERED BY THE DATA WILL BE GRANTED TO LICENSEE OR OTHER EXPLORATION ACTIVITY WILL BE AUTHORIZED FOR THE AREA COVERED BY THE DATA BY A GOVERNMENT ENTITY OR OTHER THIRD PARTY AND ANY IMPLIED REPRESENTATION TO THAT EFFECT IS HEREBY EXPRESSLY NEGATED.**

9. OTHER TERMS

- 9.1. Both parties shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the other's best interest. This obligation shall apply to the activities of the employees and agents of each party in its relations with the employees and their families of the other party arising from this Agreement. Each party's efforts shall include, but not be limited to, establishing precautions to prevent its employees and agents from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act contrary to the other party's interest.
- 9.2. The parties shall comply with all applicable laws, regulations, and orders of all governmental authorities applicable to or issued in conjunction with this Agreement, a Supplemental Agreement hereto, or the acquisition of the Data and licensing of it hereunder.
- 9.3. Licensor agrees that all financial settlements, billings, and reports rendered to the other party under this Agreement (including all Supplements) will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of Licensee, which information may be relied upon as being complete and accurate in any further recording and reporting made by Licensee for whatever purpose. Licensor agrees to notify Licensee promptly upon discovery of any instance where Licensor does not comply with the above or where Licensor has reason to believe information is no longer accurate or complete.
- 9.4. Each Party warrants that it has not made and will not make with respect to the matters in this Agreement any payments, loans, gifts or promises to make such, either directly or indirectly, to or for the use of any Government official, to any officer or employee of a public international organization, to any officer or employee of any corporate entity owned or controlled by the Government, to any political party or candidate for Government office or to any other person if the Party knows or has reason to suspect that any part of such payment, loan, gift or promise would violate the United States Foreign Corrupt Practices Act , or the standards established by the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions signed in Paris on December 17, 1997.
- 9.5. Licensee and its representatives shall have access, at all reasonable times, to all Licensor's and its subcontractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, financial accounts, data stored in computer files or microfiche, and memoranda of every description pertaining to: (i) Services for the purpose of verifying costs of Services and Licensor's compliance with the terms of the Order; (ii) any gift or entertainment expenses incurred by Licensor or its subcontractors pertaining to the Products, Remote Support, or Services under the Order and/or the Enabling License Agreement; and (iii) confirmation of Licensor's Products and Pricing warranty in Clause 8.4. Licensor shall maintain supporting data

and accounting records in accordance with generally accepted accounting practices. Licensee and its representatives shall have the right to reproduce any of these documents. Licensor shall preserve and shall cause its subcontractors to preserve all these documents for a period of three (3) years after the first to occur of (a) completion and acceptance of Services, or (b) termination of the Order. Licensor agrees to include the necessary provisions in its contracts with subcontractors that shall assure access by Licensee's employees or representatives to applicable records of subcontractors. Licensee shall not be liable for Licensor's or its subcontractor's costs resulting from an audit hereunder.

Licensee, upon request of Licensor, agrees to provide copies of documents to verify Licensee's use of Products is in compliance with the terms of the Order. Licensor shall request documentation of Licensee's compliance hereunder no more than once per calendar year or more frequently if Licensor has reasonable cause to believe Licensee is not in compliance.

9.5.1 Licensee's duly authorized representatives shall also have access at all reasonable times to Licensor's data and information relating to the Data as may reasonably be needed and available to audit and verify that the Data comports with any applicable specifications.

- 9.6. The use, misuse, possession, distribution or sale of alcohol, drugs and drug related paraphernalia, firearms, explosives, weapons, controlled substances or articles (Prohibited Materials) without proper authorization from Licensee is not permitted on Licensee owned, leased, or controlled property and work sites. Licensor agrees to notify its employees and agents that entry onto such property is consent to and recognition of the right of Licensee and its authorized representatives to conduct an unannounced search for Prohibited Materials of the person, automobile, and other property of individuals while entering, on or departing Licensee's premises.
- 9.7. Licensor shall keep and cause its employees and subcontractor's employees to keep confidential any information concerning the business or technical plans or activities of Licensee that is made available to Licensor and to keep confidential unless otherwise disclosed by Licensee the fact that Licensee has acquired Data hereunder. Licensor shall not, without the proper written consent of Licensee, use the name or any trade name or registered trademark of Licensee or Licensee's Related Entity in any advertising or communications to the public in any format except as necessary to provide the Data, make publicity releases or announcements regarding this Agreement or any Supplementary Agreement, or take any photographs, video or other recordings of Licensee's property. Licensor shall cause its subcontractors to comply with these requirements.
- 9.8. Either party may assign or transfer its rights and obligations hereunder to a Related Entity. A party hereto may also assign or transfer its rights and obligations hereunder to a successor to substantially all of its business to which the Agreement pertains and shall promptly notify the other party should such assignment or transfer occur. Subject to the provisions of Article 6, neither party will otherwise assign or transfer its rights and obligations under this Agreement without the prior consent of the other, such consent shall not be unreasonably withheld

If Licensor merges with another entity in the future, the surviving entity must abide by the terms and conditions of all Supplemental Agreements associated with this Master License Agreement.

- 9.9. Any provision of this Agreement which may be ruled invalid shall be considered separate and distinct and the remainder of the Agreement shall not be made invalid or unenforceable by the invalidity of any term, phrase or sentence of this Agreement.

- 9.10. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as at present in force.
- 9.10.1. The arbitration shall be heard and determined by three arbitrators, each party appointing one arbitrator and the two arbitrators so appointed shall choose the third who shall act as the presiding arbiter of the tribunal. If a party does not timely appoint an arbitrator or if the two arbitrators do not timely choose a third, the AAA (or some other proper authority agreed by the parties) shall appoint the arbitrator. Any such arbitration shall be administered by the AAA. Unless the arbitral tribunal directs otherwise, all communications between the parties and the arbitral tribunal (except at hearings and meetings) shall be made through the AAA. Any such communications shall be deemed received by the addressee when received by the AAA. When passed on by the AAA to any party such notices or communications will be sent to the address of that party specified in the Notice of Arbitration or such other address as may have been notified in writing by that party to the AAA.
- 9.10.2. The arbitration shall take place in Houston, Texas and all disputes shall be determined in accordance with the laws of Texas, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties waive any right to seek rulings from any court on issues of law that arise during the arbitration or to challenge the award on the grounds that the arbitrators made errors of law.
- 9.10.3. The English language shall be used in the arbitration proceedings.
- 9.10.4. The award shall be made and shall be payable in U.S. dollars free of any tax or any other deduction.
- 9.10.5. The award shall include interest from the date of any breach or other violation of this Agreement at the Agreed Interest Rate. As used herein "Agreed Interest Rate" means interest compounded on a monthly basis, at the rate per annum equal to the one (1) month term, London Interbank Offered Rate (LIBOR rate) for U.S. dollar deposits, as published in London by the Financial Times or if not published, then by The Wall Street Journal, plus two (2) percentage points, applicable on the first Business Day prior to the due date of payment and thereafter on the first Business Day of each succeeding calendar month. If the aforesaid rate is contrary to any applicable usury law, the rate of interest to be charged shall be the maximum rate permitted by such applicable law.
- 9.10.6. The parties agree that the award of the arbitrator will be the sole and exclusive remedy between them regarding any and all disputes arising in connection with this Agreement and shall not be subject to appeal. The award of the arbitrator may, however, be enforced by application to any proper court with jurisdiction over the Parties. If any provision or award of the arbitration should be deemed to be unenforceable in the jurisdiction in which it is being enforced, then said provision or award shall be deemed to be modified to remove any such objectionable provision so as to make the remainder of the award enforceable.
- 9.11. This validity, interpretation and construction of this Agreement shall be governed by and construed in accordance with the laws of Texas, excluding any laws that would refer the matter

to the laws of another jurisdiction and without reference to the United Nations Convention on Contracts for the International Sale of Goods.

- 9.12. All Supplemental Agreements issued in accordance with such prior Master license Agreements shall be deemed Supplemental Agreements under this Master License Agreement No. LP-2007-Master-002; provided however, any terms and conditions specific to such a Supplemental Agreement shall not be changed. If there is a conflict between a specific term in a Supplemental Agreement and this Master License Agreement No. LP-2007-Master-002, the term of the Supplemental Agreement shall prevail. The Parties represent that each has authority to amend as provided herein such Supplemental Agreements as may be entered into by a Related Entity of a Party hereto.

IN WITNESS WHEREOF, the parties have caused this Master License Agreement to be executed as of the date first above written.

Spatial Energy, LLC.

By: 

Name: Christopher J. Carlsten
(Print name)

Title: Vice President - Sales

Esso Exploration Inc.

By: 

Name: Frank J. Blackmer
(Print name)

Title: Agent and Attorney-in-fact

SUPPLEMENTAL AGREEMENT NO. 00

Master Data Licensing Agreement

between

Spatial Energy, LLC.

and

Esso Exploration Inc.

This Supplemental Agreement is effective the _____ day of _____, 20XX, between **Spatial Energy, LLC.** ("Licensor") and **[Name Esso Exploration Inc. or Related Entity issuing this Agreement]** ("Licensee").

This Supplemental Agreement is issued in accordance with that Master License Agreement Number _____ dated the _____ of _____, 20XX, by and between Spatial Energy, LLC. and Esso Exploration, Inc. The parties agree to abide by the terms and conditions of that Agreement as well as this Supplemental Agreement. The terms of this Supplemental Agreement shall control over any conflicting terms in the Master License Agreement or any other Supplemental Agreement.

1. Licensor grants to Licensee a non-exclusive license to use the Data **in the format specified on Exhibit A, attached hereto.**
2. Reproduction costs shall be invoiced by Licensor to Licensee as detailed below. (include the currency of payment and location (e.g., country) where payment will be made).

License fees	\$xxx,xxx.xx
Reproduction fees	\$xxx,xxx.xx
Shipping and Handling fees	\$xxx.xx
Total fees	\$xxx,xxx.xx

3. The following address is to be used for all invoices and deliverables:

[Name of Esso Exploration Inc. Related Entity issuing this Agreement]
c/o ExxonMobil Exploration Company
222 Benmar GP3/Rm 583
Houston, Texas 77060
Attention: K. A. Bement
Telephone: 281-654-7192
Facsimile: 281-654-7718

4. [Note: Add any specifications applicable to the Data other than format.]

(NOTE: Please be sure to include the **[Name of Esso Exploration Inc. or Related Entity issuing this Agreement]** Supplemental Agreement and Authorization Number on all correspondence and paperwork)

Agreed to as of the date set forth above.

Spatial Energy, LLC.

**[Name of Esso Exploration Inc. or Related Entity
issuing this Agreement]**

By:

By:

Name: _____

Name: _____

(Print name)

(Print name)

Title: _____

Title: _____

EXHIBIT A

[Name of Esso Exploration Inc. or Related Entity issuing this Agreement] Contract No.

Authorization No.

•DELIVERABLES:

DATA TYPE

MEDIA/FORMAT

Miscellaneous