

11. Amoco Name. Licensee shall make no oral or written statement or perform any act indicating that Amoco or any of Amoco's affiliates endorse or approve, or has endorsed or approved, any version of the Automation Technology or Proprietary Automation System made or used by Licensee. Licensee shall not associate or in any way connect any name or trademark of Amoco or any of Amoco's affiliates with Licensee's work products without Amoco's prior written consent.

12. Export Control Regulations. Licensee agrees to abide by the export control regulations of the United States with respect to Automation Technology and the Proprietary Automation System.

13. Term. This Agreement shall commence on the Closing (as defined in the Purchase and Sale Agreement) and with respect to each well referenced on Exhibit "A" of the Purchase and Sale Agreement ("Well") shall have a term of one (1) year and as long thereafter as Licensee owns an interest in and operates such Well, unless sooner terminated as provided herein below:

(a) This Agreement will terminate automatically as to any Well if and when Licensee no longer owns a working interest in such Well and operates such Well, and this Agreement will terminate automatically in whole if and when Licensee no longer owns an interest in and operates any of the Wells;

(b) This Agreement will terminate automatically if Licensee attempts to transfer all or any of its rights under this Agreement in whole or in part without the prior written consent of Amoco;

(c) This Agreement may be terminated at Amoco's option if Licensee breaches any material provision of this Agreement and fails to remedy said breach within ten (10) days after receipt of written notice from Amoco thereof; and

(d) This Agreement may be terminated by Licensee (except for Sections 7, 8, 9 and 10 which shall survive termination) at any time effective upon Amoco's receipt of all documentation and software relating to Automation Technology and the Proprietary Automation System and a certification from Licensee warranting that Licensee is no longer using and shall not in the future use the Automation Technology or Proprietary Automation System.

Termination of this Agreement shall not relieve either party of its obligations hereunder which shall have arisen prior to termination. Upon termination of this Agreement Licensee shall return to Amoco promptly the originals and all of Licensee's copies or reproductions of documentation and software relating to Automation Technology or the Proprietary Automation System.