

(i) electronic flow measurement and well control:

(ii) equipment useful for automating compressor stations and gas plants;

(iii) Standard Automation Modular System software known as "SAMS": and

(iv) firmware known as "AMOCAMS" developed by Amoco for use in connection with Automation Technology equipment which are owned and controlled by Amoco or affiliates of Amoco and for which Amoco has the right to make the grants provided herein; and

(b) patents and other intellectual property rights of Amoco to the extent and only to the extent that such patents and other intellectual property rights directly pertain to 1.1(a) above.

1.2 "Proprietary Automation System" shall mean field well automation systems, equipment, and facilities embodying Automation Technology.

2. Grant of Rights Under Automation Technology.

(a) Amoco hereby grants to Licensee, subject to all the terms and conditions of this Agreement, a nonexclusive, nontransferable, royalty-free right and license to use Automation Technology and a nonexclusive, nontransferable, royalty-free immunity from suit under the claims of any U.S. patents existing as of the date hereof, owned or controlled by Amoco or any affiliate of Amoco which may be infringed through the use of Automation Technology, to use such Automation Technology solely and expressly for the purpose of operating the wells referenced on Exhibit "A" of the Purchase and Sale Agreement.

(b) Nothing contained in this Agreement shall be construed to grant Licensee any implied rights or licenses with respect to Automation Technology, and except as expressly set forth in this License Agreement, Licensee agrees not to use, or allow the use of, Automation Technology for the benefit of any party other than Licensee or for any purpose other than as set forth in 2(a) above, without the prior written consent of Amoco.

3. Third-Party Licenses. It is understood that certain third-party licenses are required before Licensee can utilize the Automation Technology licensed hereunder, as listed in Exhibit "A". Amoco will assist Licensee in obtaining (at Licensee's sole cost) third-party software license(s) needed to continue automation of the wells referenced on Exhibit "A" of the Purchase and Sale Agreement as currently existing. Licensee shall be solely responsible for