

- C. "Consultant" means a third party engaged by Licensee to interpret, reprocess or make studies of the Data, but shall not include one who is primarily engaged in the business of exploring for oil, gas or other hydrocarbons.
- D. "Data" means the geophysical or seismic information set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, regardless of the form or medium on which it is displayed, including but not limited to, reprocessed data, whether reprocessed by Data Owner or Licensee.
- E. "Disclose" or "Disclosure" means to display, show or reveal for limited periods of time to third parties in secure environments whereby such parties are prohibited from transcribing, making copies of or otherwise acquiring or departing with knowledge comparable to having a copy of the Data.
- F. "Purchaser" means a third party which concludes a Third Party Acquisition or a Third Party Partial Asset Acquisition with Licensee.
- G. "Third Party Acquisition" means a transaction entered into after the date hereof by and between Licensee and any third party whereby the third party acquires: (i) one hundred percent (100%) of the outstanding voting securities or otherwise gains effective control of Licensee, or (ii) all or substantially all of the assets and business operations of Licensee.
- H. "Third Party Partial Asset Acquisition" means a transaction entered into by Licensee whereby a third party acquires the assets of Licensee in one or more localized geographic areas.
- I. "Transfer" means license, sale, assignment, exchange, encumbrance or other disposition of the Data.

II. OWNERSHIP OF THE DATA

The Data is a valuable trade secret owned by Data Owner and title and ownership rights in such Data shall at all times remain in Data Owner, subject to the prior rights of third parties, if any. Licensee shall acquire, under the terms hereof, the non-exclusive right to utilize such Data, as provided herein.