



## TERMS & CONDITIONS

### SOFTWARE LICENSE AGREEMENT

Upon execution of this Agreement (the "Agreement"), RoQC Data Management AS will grant the Customer license to use the "RoQC Tools" to full compliance with the following terms and conditions.

#### 1. DEFINITIONS.

- 1.1. "RoQC", "we", and "our" refer to RoQC Data Management AS or any RoQC subsidiary or affiliate identified below.
- 1.2. "Customer", "you", and "your" refer to the purchaser of the Software identified below.
- 1.3. "Software" means software and documentation, including any replacements, modifications, or enhancements to RoQC Tools for Petrel, Studio and OpenWorks, plus system and utility software not specifically identified. Software does not include updates, new releases, maintenance or support, which can be purchased separately from RoQC or covered by a Maintenance & Support agreement.
- 1.4. RoQC Data Management has the title and intellectual property rights to the Software. The software rights shall also include all new and modified versions, as well as new modules for the Software which are delivered under the guarantee or maintenance

#### 2. DELIVERY AND PAYMENT.

- 2.1 Delivery will be F.O.B. RoQC's plant. 'Delivery' is via an electronic download. You are responsible for all charges forward, including all sales, use or excise taxes, duties, licenses, transportation, insurance and similar charges. If you are exempt from any taxes, you must provide us with the necessary documentation required by the taxing authority to sustain such an exemption.
- 2.2 Risk of loss of the Software pass to Customer on delivery and successful installation at customer's site. Title to Software remains with RoQC at all times.
- 2.3 Unless we require special credit terms, you must pay for the Software within thirty (30) days after date of receipt of invoice. RoQC may require international customers to provide irrevocable letters of credit. You may not withhold or delay payment because of our failure to timely ship Software items not essential to the function of your system.

#### 3. WARRANTY.

- 3.1. Software warranty period is ninety (90) days from date when both RoQC and the Customer, with their signatures, have confirmed a successful installation of the full software package at the Customer's site.
- 3.2. RoQC warrants that Software was developed with reasonable diligence and skill and that it substantially conforms to published documentation and source files. If

you notify RoQC in writing during the Software warranty period of a defect, we will correct or replace any defective Software. Except as expressly provided above, Software is deemed accepted "AS IS" without further warranty.

- 3.3. These warranties do not cover any defects or resulting damage caused by installation or use of hardware or software not furnished by RoQC, accident (including damage during shipment), neglect, misuse or abuse, or exposure to conditions beyond the environmental, power and operating constraints specified by RoQC. Furthermore, these warranties do not cover defects or failure resulting from modification or installation by anyone other than RoQC or its authorized representative.

#### 4. PATENTS AND COPYRIGHTS.

- 4.1. RoQC will defend you, at our expense, against any claim or suit alleging that any item of Software infringes upon a patent, copyright or other proprietary right. RoQC will pay all costs and any damages finally awarded, provided you give us prompt written notice of such claim, reasonable information and assistance, and sole authority to defend or settle the claim. In the defense or settlement, we may obtain for you the right to continue using the Software, or replace or modify it (without substantially changing its original functions) so that it becomes non-infringing. If such remedies are not reasonably available, and if you return the Software, we will give you a pro rata refund based on a useful life of seven years. We are not liable if the alleged infringement is based on modifications to Software or the use or sale of Software in combination with products not reasonably intended by RoQC.

#### 5. LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES BY ROQC, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE PAYMENT OF INDEMNIFICATION UNDER SECTION 4, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, without limitation, LOSS OF DATA, PROFITS, OR USE OF HARDWARE OR SOFTWARE). If your contractual remedies fail of their essential purpose, our sole obligation is to return the amount you paid for the Software and accept the return of the Software. Except for a claim under Section 4, under no circumstances will we or our suppliers be liable for damages exceeding amounts you paid for the Software. These limitations will apply regardless of the form of



action, whether in contract or tort. Any action against a party by the other party for claims under this Agreement must be brought within eighteen (18) months after the cause of action accrues.

## 6. SOFTWARE LICENSE.

6.1. In consideration of payment of the license fee, RoQC will provide you, for the express license Term, with the necessary license keys or password(s) corresponding to the RoQC Tools Software. The payment of the license fee is specified in Schedule A. The size and payment of the software service is described in Schedule A.

6.2. RoQC grants you a nonexclusive, nontransferable license to use the object version of the Software solely for internal work during the term of this Agreement.

You may:

6.2.1. Install and or use the Software on as many computers as you like at the Site described on Schedule A. So long as the Software is accessed over your internal network and you do not attempt to access nor use the Software off site.

6.2.2. Copy the Software into machine readable or printed form for backup, provided that all copies and partial copies shall include RoQC's copyright notices.

6.2.3. Copy the documentation as required for your internal use only, provided that all copies shall include RoQC's copyright notices.

6.3. Except as expressly provided in Section 6.2, you may not:

6.3.1. Copy, modify, merge, reverse engineer, reverse assemble, decompile, or disassemble the Software; or

6.3.2. ..distribute, publish, transfer, use, sublicense, or make the Software or documentation available to other organizations or persons (other than affiliates); or

6.3.3. ..use the Software commercially for its intended purpose, as a service bureau, consultant for any other commercial use other than as expressly provided herein.

6.4. If you are located in a country requiring registration of software licenses with government authorities, you are responsible for meeting all such requirements.

You agree that your breach of any provision of Section 6 will cause RoQC immediate and irreparable harm. In the event of such breach, you agree RoQC shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other appropriate equitable relief.

## 7. TERM AND TERMINATION.

7.1. The software licenses for individual Applications provided in this Agreement shall extend only for the Term(s) set forth in Schedule A for the specific Application, these terms and conditions shall survive for the Term of the Software

Application(s). Renewal rates shall be at RoQC's then current license fees.

7.2. You may terminate the Agreement at any time. RoQC may terminate this Agreement if you materially breach this Agreement, provided we give you thirty (30) days written notice prior to the proposed termination, during which time you fail to cure the breach to our reasonable satisfaction. Upon termination, you must return to RoQC all Software copies and documentation, including modified or merged portions in any form, or provide RoQC written confirmation that you destroyed the Software, except for backup copies which will be destroyed in the regular course of business.

7.3. The termination does not relieve you of your obligation to pay for any shipped Software. Upon termination, you agree to reimburse RoQC for our costs incurred in canceling or rescheduling your order.

## 8. CHANGE OF CONTROL.

8.1. In the event of a Change of Control (defined to be: Sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions) within Customer, then at any time within twelve (12) months after the last to occur of events constituting such Change of Control, RoQC may terminate the Agreement by giving the Customer at least thirty (30) days prior written notice and designating a date upon which such termination shall be effective. No license rights shall be transferred and is subject to new license contract with the new legal entity.

## 9. GENERAL.

9.1. Except for the obligation of payment which will be due when the force majeure event which prevents payment ceases, neither party shall be liable for non-performance caused by circumstances beyond their reasonable control including, but not limited to, work stoppages, delay in transportation, delay in delivery by vendors, fire, civil disobedience, wars, or acts of nature.

9.2. This Agreement and Schedule A constitute the entire agreement between the parties with respect to this subject and supersede and cancel all prior agreements or understandings (oral or written) including any different, conflicting or additional terms which appear on any purchase order or form you submit (except that quantities, dates, installation location and means of transportation may be specified by your purchase order and our acknowledgment). Exhibit A of this Agreement contains the terms for Software Maintenance and Support.

9.3. This Agreement may only be amended by a written agreement between the parties. The parties may waive provisions of this Agreement in writing only. Any waiver of any provision of this Agreement shall not be deemed a waiver of any subsequent rights in this Agreement.

9.4. This Agreement is governed by and construed in accordance with the laws of Norway.



**10. RESOLUTION OF DISPUTES.**

10.1. If any dispute arises out of, or in relation to this Agreement, and if the dispute cannot be resolved by direct negotiations, either party must initiate mediation by giving notice to the other. If the dispute is not resolved by mediation within sixty days from the date of the notice requiring mediation, either party must initiate binding arbitration by giving notice to the other.

**11. EXPORT CONTROL.**

11.1. RoQC follows guidelines set forth by the Norwegian Authorities. Reference is made to [Norway's Export Control Act](#) and [Export Control Regulations](#).

**12. AUDIT RIGHTS**

12.1. RoQC and its subcontractors and vendors shall maintain true and complete records in connection with the Licensed Programs and any Maintenance to be performed under this Agreement and all transactions related thereto and shall retain all such records for at least twenty-four (24) months after the end of the calendar year in which the Agreement is terminated. Customer may from time to time and at any time during the foregoing period of record retention, make an audit of all records of RoQC and its subcontractors and vendors pertaining to the Licensed Programs and Maintenance.

12.2. RoQC reserves the right to audit the use, deployment and installation of the Software.

**Customer**

**RoQC Data Management AS**

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*Location*

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*Date*

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*Location*

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