

## ENDEEPER SOFTWARE TRIAL LICENSE AGREEMENT

This software license agreement, including the attached exhibits (hereinafter all of the foregoing is referred to as "Agreement"), is made and entered into as when you install, copy, download, access or use all or any portion of the Software. You (referred to as "Licensee") are acknowledging and agreeing to be bound by the following terms:

WHEREAS **Licensors** is Endeeper Soluções em Informações e Métodos Ltda. - Endeeper, Av. Carlos Gomes, 1155 - Room 901, Porto Alegre - RS - Zip Code 90480-004, Brazil. **Licensors** is engaged in the business of developing, licensing, and maintaining computer software; and

WHEREAS **Licensee** wishes to use such Software and Documentation provided by **Licensors**. If you do not agree to the terms of this Agreement, then do not download, install or use the Software.

IF **LICENSEE** DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE **LICENSEE** MUST NOT INSTALL OR USE THE SOFTWARE.

### 1. DEFINITIONS

"Software" means a computer program, a component of a computer program, application, tool, database, ontology or taxonomy including Updates and Upgrades, in object and source form (excluding any Open Source Software provided with such Software), and the media and Documentation provided by **Licensors** to **Licensee** and for which **Licensee** is granted use license pursuant to this Agreement as further detailed in Exhibit A.

"Confidential Information" means:

- (i) any information including, but not limited to, test plans, test results, business plans, financial information, and performance information not in the public domain, whether in oral, written, or other form, that is identified as proprietary or confidential or provided under circumstances that reasonably indicate that the information is proprietary or confidential; and
- (ii) Software.

"Day" means a calendar day.

"Documentation" means associated media, printed materials, and "online" or electronic documentation such as brochures, user manuals, operating manuals, specifications, and training materials.

"Update" means a Software patch issued by **Licensors** to correct defects or deficiencies in Software caused by modifications on the operational systems or development platform or to provide minor modifications that do not substantially change the basic character or structure of Software and does not include new functionality.

"Upgrade" means an incremental release of Software that provides significant improvements and new functionalities.

"Open Source Software" means various open source software components provided with the Software that are licensed to **Licensee** under the terms of the applicable license agreements included with such open source software components or other materials for the Software.

"Support" means technical support provided on-site, by telephone, or by electronic mail for Software to remedy defects in Software not otherwise covered under warranty.

"User" means an individual who is entitled to access and use Software pursuant to this Agreement.

### 2. LICENSE

#### 2.1 Grant of License

- (i) Subject to the terms and conditions of this Agreement, **Licensors** grants **Licensee** a nontransferable, nonexclusive, non-sublicensable license to install and use Software and Documentation solely for purposes of internal testing and evaluation only in equipment that is property of **Licensee** or **Licensors**.
- (ii) Nothing in this Agreement grants **Licensee** any additional interest in Software except as stated in this Agreement and Software is and shall remain the property of **Licensors**.
- (iii) All right, title and interest in and to Software is owned and copyrighted by **Licensors** or its third-party suppliers. The license confers neither title to nor ownership in the Software and is not a sale of any rights in the **Licensors**. **Licensors** third party suppliers may protect their rights in the event of any violation of this Agreement as if such suppliers were parties to this Agreement. No license is given to **Licensee** under any patent or patent application of **Licensors**. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO **LICENSORS**.

#### 2.2 License Types

The following license types are supported by this agreement.

- (i) Trial License.
- (ii) Academic Trial License: **Licensee** shall ensure that the number of Software installations does not exceed the number of License Keys listed in the License Certificate.
  - (a) Each License Key allows install/use Software on a single device.
  - (b) Distribution of the Software or the related License Keys, in any form whatsoever, is strictly prohibited.
  - (c) This type is valid only for academic institutions. **Licensors** may request additional documentation for eligibility confirmation from **Licensee**.
  - (d) This type shall not be used for commercial purposes, such as providing services (training, description or technical reports) for third parties.
  - (e) **Licensee** shall not resell or transfer the Software to another institution or for use by other researchers than those specified in this contract.
  - (f) **Licensee** may publish research results based on the use of the Software provided by **Licensors**, through articles, presentations, dissertations and theses in scientific events and journals without incurring copyright infringement, or veto, or co-authoring by the part of the **Licensors**. However, **Licensee** shall cite the name of the Software and the name of **Licensors**, as well as send a copy of the publication to the **Licensors**, if publicly available.

**Licensee** shall send to **Licensors** suggestions regarding the Software using <http://www.endeeper.com/support>. **Licensors** have no obligation of any kind with respect to such suggestion and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the suggestion to others without limitation. Further, **Licensors** will be free to use any ideas, concepts, know-how or techniques contained in such suggestion for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such suggestion.

## 2.3 Evaluation Feedback

- (i) The purpose of this limited license is the testing and evaluation of the Software. In furtherance of this purpose, **Licensee** shall provide feedback to **Licensor** concerning the functionality and performance of the Software from time to time as reasonably requested by **Licensor**, including, without limitation, identifying potential errors, improvements, modifications, bug fixes, or enhancements ("Feedback"). Such Feedback will be in a manner convenient to **Licensee** and will be subject to reasonable availability of **Licensee**.
- (ii) Notwithstanding the foregoing, prior to **Licensee** disclosing to **Licensor** any information in connection with this Agreement which **Licensee** considers proprietary or confidential, **Licensee** shall obtain **Licensor's** prior written approval to disclose such information to **Licensor**, and without such prior written approval from **Licensor**, **Licensee** shall not disclose any such information to **Licensor**.
- (iii) Feedback and other information which is provided by **Licensee** to **Licensor** in connection with the Software or this Agreement may be used by **Licensor** to improve or enhance its products and, accordingly, **Licensee** grants **Licensor** a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback and information without restriction.

## 2.4 Backups

**Licensee** may make a reasonable number of copies of Software for archival or backup and disaster recovery purposes.

## 2.5 Limitations on Use

Except as otherwise permitted under this Agreement, **Licensee** shall have no right and agrees not to:

- (i) **Licensee** shall not rent or lease the Software.
- (ii) modify, disassemble, decrypt, reverse compile, or reverse engineer Software or any portion thereof;
- (iii) attempt to discover or modify in any way the underlying source code of Software;
- (iv) create a work that incorporates the source code of Software, in whole or in part, such as a revision, modification, translation, abridgement, condensation, expansion, compilation, or any other form in which the source code of Software may be recast, communicated, transformed, included, or adapted unless specifically permitted by written authorization of **Licensor**; or
- (v) except as permitted by this Agreement, knowingly allow any individual or entity under the control of **Licensee** to access Software without a valid license from **Licensor** for such access.

## 3. TERM AND TERMINATION

- 3.1 Except as otherwise specified in a Endeeper License Certificate, **Licensee's** rights with respect to the Software will terminate in ninety (90) days after the date of the first install of the Software by **Licensee**.
- 3.2 Either party may terminate this Agreement at any time for any reason or no reason by providing the other party advance written notice thereof.
- 3.3 **Licensor** shall immediately terminate this Agreement and any **Licensee's** rights with respect to the Software without notice in the event of improper disclosure of **Licensor's** Software as specified under Article 8 (Confidentiality) below.

- 3.4 Upon any expiration or termination of this Agreement, the rights and licenses granted to **Licensee** under this Agreement shall immediately terminate, and **Licensee** shall immediately cease using, and will return to **Licensor** (or, at **Licensor's** request, destroy), the Software and all other tangible items in **Licensee's** possession or control that are proprietary to or contain Confidential Information.

## 4. SUPPORT SERVICE

**Licensor** may offer support for the Software or to provide any Updates to **Licensee**. In the event **Licensor**, in its sole discretion, supplies any Update to **Licensee**, such Update shall be deemed Software hereunder and shall be subject to the terms and conditions of this Agreement.

## 5. WARRANTIES

### 5.1 Warranty Disclaimer

IT IS UNDERSTOOD THAT THE SOFTWARE IS NOT FOR PRODUCTION USE AND IS PROVIDED FOR LIMITED EVALUATION ONLY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. **Licensor** AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. **Licensee** acknowledges that any research or development that it performs regarding the Software or any product associated with the Software is done entirely at Recipient's own risk. Specifically, the Software may contain features, functionality or modules that will not be included in the production version of the Software, if released, or that will be marketed separately for additional fees.

### 5.2 Intellectual Property

All title and copyrights in and to the Software (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the Software), the Documentation, and any copies of the Software, are owned by **Licensor**, or its suppliers. The Software is protected by copyright laws and international treaty provisions. Accordingly, **Licensee** is required to treat the Software like any other copyrighted material.

**Licensee** shall not copy the printed materials accompanying the Software, such as screens and Documentation, without prior permission of the **Licensor**.

## 6. LIMITATION OF LIABILITY

IT IS UNDERSTOOD THAT THE SOFTWARE IS PROVIDED WITHOUT CHARGE FOR LIMITED EVALUATION PURPOSES. ACCORDINGLY, THE TOTAL LIABILITY OF **LICENSOR** AND ITS SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10. IN NO EVENT SHALL **LICENSOR** OR ITS SUPPLIERS HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF **LICENSOR** AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 7. MODIFICATIONS - PROPRIETARY RIGHTS

- 7.1 **Licensor** shall retain full title to all modifications and additions that it has made to Software.

## 8. CONFIDENTIALITY

- 8.1 Licensee** shall not use any Confidential Information for a purpose other than as expressly authorized under this Agreement. In no event shall **Licensee** use the Confidential Information to develop, manufacture, market, sell, or distribute any product or service.
- 8.2** Each party shall preserve the confidentiality of the other party's Confidential Information and treat such Confidential Information with at least a reasonable standard of care.
- 8.3** Neither party shall be liable to the other for the release of Confidential Information if it:
- (i) was known to the receiving party on or before first install date of the Software without restriction as to use or disclosure;
  - (ii) was in the public domain on or before the first install date of the Software;
  - (iii) came into the public domain after the first install date of the Software through no fault of the receiving party;
  - (iv) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or
  - (v) is divulged pursuant to any legal proceeding or otherwise required by law, subject to the receiving party giving all reasonable prior notice to the disclosing party to allow it to seek protective or other court orders and provided that the receiving party uses best efforts to make such disclosure under conditions of confidentiality.

## 9. ASSIGNMENT

Either party may assign its rights and obligations under this Agreement subject to prior written notice to the other party and provided the terms and conditions of this Agreement shall be binding upon, and enforceable by, the assignee.

## 10. SURVIVAL OF OBLIGATIONS

The following clause and articles shall survive the expiry or termination of this Agreement:

- (i) Clause 2.1.ii;
- (ii) Clause 2.1.iii;
- (iii) Clause 2.2;
- (iv) Clause 2.3;
- (v) Clause 2.5;
- (vi) Article 3 – Term and Termination;
- (vii) Article 4 – Support Service;
- (viii) Article 5 – Warranties;
- (ix) Article 6 – Limitation of Liability;
- (x) Article 8 – Confidentiality;
- (xi) Article 10 – Survival of Obligations;
- (xii) Article 11 – Miscellaneous; and
- (xiii) such definitions and terms and conditions in this Agreement that are necessary to give effect to the foregoing clause and articles.

## 11. MISCELLANEOUS

### 11.1 Notices

Any notice required or permitted to be given under this Agreement shall be given in writing to the parties at the addresses specified at the head of this Agreement or at such other addresses as they may specify by giving notice to the other party. Notices shall be effective:

- (i) if delivered, upon delivery;
- (ii) if mailed by prepaid registered mail, four (4) days after deposit at a post office;
- (iii) if faxed, on the business day next after sending; or

- (iv) if sent by electronic mail, on the business day next after sending.

If there should be at the time of mailing or between the mailing and deemed receipt a mail strike, slow-down, or other labour dispute which may affect the delivery of notice by mail or if the sender knows of a fax machine failure or improper communication, the notice shall be effective only if one of the other methods of giving notice without these problems is used.

### 11.2 Waiver

No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of **Licensor**. **Licensee** hereby waives the right to seek specific performance or injunctive relief hereunder.

### 11.3 Severability of Provisions

If any provision or part thereof of this Agreement is determined to be invalid or unenforceable, said provision or part thereof shall be severed from this Agreement and such determination shall not impair the operation of or affect the remaining provisions of this Agreement and such remaining provisions will continue to be given full force and effect and continue to bind the parties.

### 11.4 Amendment

This Agreement shall not be changed orally and shall not be changed, modified, or discharged, in whole or in part, other than by instrument in writing signed by the party to be charged by such change, modification, or discharge.

### 11.5 Benefits of Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.

### 11.6 Relationship of Parties

Nothing in this Agreement shall be construed as to make either party the employee, agent, or servant of the other and **Licensor** shall be at all times an independent contractor for the purposes of this Agreement.

### 11.7 Compliance with Laws

The parties will comply with all applicable local, provincial, state, and federal regulations and laws in the performance of this Agreement.

### 11.8 Governing Law

- (i) This Agreement shall be interpreted and enforced according to the laws of Porto Alegre, RS, Brazil excluding all conflict of law provisions.
- (ii) The parties hereby submit to the nonexclusive jurisdiction of the courts of Porto Alegre, RS, Brazil for any legal action arising out of this Agreement or the performance or nonperformance of their obligations under this Agreement.
- (iii) The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

### 11.9 Headings

- (i) The headings in Agreement are for ease of reading only and do not impart any other or special meaning.

- (ii) Where required by context, masculine nouns shall be construed as feminine or neuter.
- (iii) Where required by context, singular nouns shall be construed as plural and vice versa.

#### **11.10 Entire Agreement**

The parties acknowledge that there are no written agreements, contracts, representations, warranties, inducements, or understandings between them and pertaining to Software except as set

forth and referred to in this Agreement. This Agreement is the entire agreement between the parties and supersedes any previous agreements, negotiations, discussions, and written instruments.

#### **11.11 Counterparts**

This Agreement may be executed in counterparts, each of which shall be considered an original, but all counterparts together will constitute one agreement.

## Exhibit A List of Endeep Software

### I. Software Set

| Software                 |
|--------------------------|
| Counterledge®            |
| Grainledge®              |
| Graphledge®              |
| Hardledge®               |
| Petroledge®              |
| PetroQuery®              |
| RockViewer®              |
| StageCounter®            |
| Strataledge®             |
| Ontology of Petroledge®  |
| Ontology of Hardledge®   |
| Ontology of RockViewer®  |
| Ontology of Strataledge® |