



Master License Agreement

No. DML130109-001 for geophysical services

THIS MASTER LICENSE AGREEMENT FOR METEOROLOGICAL, GEOPHYSICAL, AND GEOLOGICAL DATA (this “**Agreement**”) is entered into this __ day of ____, 2013, by and between Dynamic Measurement LLC, a Delaware LLC with its principal office at 1307 Emerald Green Lane, Houston, TX 77094 (“**DML**”), and _____, a _____ with its principal offices at _____ (the “**Licensee**”).

WHEREAS, **DML** is the owner, or is the duly authorized agent of the owner (in either case the “**Owner**”), of certain proprietary meteorological and geophysical and geological data (regardless of the form or the medium on which they are stored, printed or displayed, the “**Data**”) resulting from recording the location, time, and other attributes of lightning strikes and the integration of this **Data** with other geophysical or geological **Data**, which **DML** is also the **Owner** of, or is the duly authorized agent of the owner (in either case the “**Owner**”).

WHEREAS, **Licensee** desires to obtain a non-exclusive license to **Use** (as defined in Section 6.6) specified derivative portions of the **Data** and certain **Interpretations** generated by **DML** thereof (regardless of their form or the medium on which they are stored, printed or displayed, the “**Interpretations**”) on the terms and conditions hereinafter set forth; and

WHEREAS, **DML** desires to grant to **Licensee** a non-exclusive license to **Use** the **Data** and **Interpretations** on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the respective agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Original Grant of License; Supplemental Grants

1.1 DML hereby grants to **Licensee** a non-exclusive license to use the **Data** and **Interpretations** provided to **Licensee** in accordance with Section 1.2.

1.2 In order to receive **Data** and **Interpretations** pursuant to this **Agreement**, **Licensee** shall deliver to **DML** a request describing in detail the content and form of the **Data** and **Interpretations** requested. Promptly following receipt of such request, **DML** shall confirm in writing, which may be in the form of a supplemental agreement (a “**Supplement**”), that shall set forth in detail the content and form of the **Data** and **Interpretations** requested thereby, including the boundaries of the study area, types of displays, data to integrate, current prices thereof, and specifying whether the **Licensee** wants a **Static Data Set** for specific years, or a **Dynamic Data Set** updated with new lightning strike information annually for an annual maintenance fee. When executed by **Licensee**, the **Supplement** shall become part of this **Agreement**.



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Except as specifically set forth in a **Supplement** with respect to the **Data** and **Interpretations** licensed pursuant to that **Supplement** only, all licenses for **Data** and **Interpretations** granted hereunder shall be governed by the terms and conditions of this **Agreement**.

1.3 If such Data or Interpretations are to be licensed on terms that are different from those set forth in Section 2 below, such different terms shall be set forth in a **Supplement**.

1.4 If a **Supplement** defines an Area-of-Mutual-Interest, known hereinafter as an “**AMI**”, then **Data** and **Interpretations** within the boundaries of this **AMI** will only be available to the **Licensee** or **Licensees** who have agreed to the terms of and executed this **AMI Supplement**.

2. Payment Terms

2.1 The amount of the license fee, and, if applicable, the annual maintenance fee to be paid by **Licensee** for the **Data** (either a **Static Data Set** or a **Dynamic Data Set**) and **Interpretations** requested shall be calculated in accordance with the then current price and discount schedule established by **DML**, or as set forth in the applicable **Supplement**. **Licensee** shall also pay **DML** all reproduction charges in connection with the license of the **Data** and **Interpretations** pursuant to this **Agreement**. **Licensee** agrees to promptly report, file, pay, and indemnify and hold **DML** harmless with respect to any and all **Taxes**. The term “**Taxes**” as used herein shall mean all sales, withholding, use, excise, personal property, ad valorem, stamp, documentary, and other taxes, and all other government fees, charges and assessments (general or special) due, assessed or levied by any foreign, federal, state, county, or local government or taxing authority, and any penalties, fines or interest thereon, which are imposed against, upon, or relating to the **Data** and **Interpretations** or the use, registration, rental, shipment, transportation, delivery, ownership, or operations thereof, and on or relating to the license fee hereunder, but shall not include any taxes solely based upon or measured by the income of **DML**.

2.2 Upon delivery to **Licensee** of requested **Data** and **Interpretations**, **DML** shall invoice **Licensee** for the license fee, if applicable, the annual maintenance fee, and any services performed in connection therewith, and the cost and taxes described in Section 2.1. **Licensee** shall remit payment in full within 30 days after receipt of each invoice. Thereafter, any unpaid balance shall bear (a) interest at the lesser of (i) 12% per annum or (ii) the maximum contract rate permitted by applicable usury laws, and (b) reasonable attorney’s fees, court costs and other costs of collection.



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3. Retention of Originals; Right to Destroy

3.1 The original digital **Data** files and the original work maps, cross-sections, and subsurface correlations relating to the **Interpretations** will be retained by **DML** for as long as it shall deem appropriate, and, after **DML** has made reasonable efforts to give prior notice to **Licensee**, may be erased or otherwise destroyed by **DML** at any time.

3.2 **DML** plans to maintain duplicate sets of digital **Data** at separate locations. **Licensee** may purchase a copy of such digital **Data** at prevailing prices. **DML** does not guarantee the future availability of such copies.

4. Ownership and Confidential Treatment

4.1 **DML** represents, and **Licensee** acknowledges, that the **Data** and **Interpretations**, together with the results of all processing, reprocessing, and redisplay thereof, whether produced by **DML**, by **Licensee**, or by others (regardless of their form or the medium on which they are stored, printed or displayed, the "**Derivatives**"), constitute valuable and highly confidential trade secrets that are not generally available and are the sole property and proprietary information of **DML** or the other **Owner** for whom **DML** acts as agent. Title to the **Data**, including **Static Data Sets** and **Dynamic Data Sets** and related geophysical and geological **Data**, which **DML** has the right to license, **Interpretations**, and **Derivatives** (collectively the "**Lightning Data Material**") shall remain in **DML** or the other **Owner**, as the case may be, and **Licensee's** rights thereto shall be limited to those granted hereby. **DML** shall have the right at any time to license any part of the **Lightning Data Material** not bound by the terms of an **AMI Supplement** to persons or entities other than the **Licensee** at such prices and on such terms as are determined from time to time by **DML**.

4.2 Except as expressly permitted by this **Agreement**, **Licensee** agrees (a) to keep strictly confidential, and to take appropriate steps to insure that its employees and agents keep strictly confidential, the **Lightning Data Material**, and (b) not to **Show**, allow the **Use** of, or **Deliver** (as terms are defined, respectively, in Sections 6.5, 6.6, and 6.7 below) the **Lightning Data Material** to any other person.

4.3. Each copy of **Lightning Data Material** delivered to **Licensee** or subsequently made by or on behalf of **Licensee** shall have the following notice printed thereon or attached to it or its container:

These data are owned by and are trade secrets of **DML** or its principal (in either case the "**Data Owner**"). The use of these **Data** is restricted



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to companies holding a valid use license from **Data Owner** and is subject to the strict confidentiality requirements of that license. The **Data** may not be disclosed, or transferred to, or reviewed, or used by any other party except as expressly authorized by the license.

Unauthorized disclosure, use, review, reproduction, reprocessing, or transfer of this **Data** to or by the third party is strictly prohibited.

4.4. Notwithstanding the foregoing, the **Lightning Data Material** may be disclosed to the extent such disclosure is specifically required by law, governmental or court decree, order, rule or regulation, or by any similar legal process. In the event **Licensee** is required by law, governmental or court decree, order, rule, or regulation, or by any similar legal process to disclose any **Lightning Data Material**, **Licensee** shall give **DML** prompt notice of such process so that **DML** may seek an appropriate protective order. If, in the absence of a protective order, **Licensee** is nevertheless compelled to disclose **Lightning Data Material**, **Licensee** may disclose only that portion of **Lightning Data Material** that **Licensee** is advised by written opinion of counsel is legally required to be disclosed in compliance with the relevant process. In the event of such disclosure, **Licensee** shall give **DML** written notice of the **Lightning Data Material** to be disclosed as far in advance of its disclosure as practicable, and upon **DML's** written request **Licensee** shall use reasonable efforts to obtain assurances that the disclosed **Lightning Data Material** will be accorded confidential treatment.

5. Rights of Use by Related Entities

5.1 Provided that the relationship exists as of the date of this **Agreement**, "**Related Entity**" of a **Licensee** means (a) any person or persons, company, or other entity which owns or controls, directly or indirectly, more than fifty percent (50%) of the stock, equity interest, or economic interest (collectively, the "**Equity**") of the **Licensee**, (b) any company or other entity more than fifty percent (50%) of the **Equity** of which is directly or indirectly owned or controlled by the **Licensee**, or (c) any company or other entity more than fifty percent (50%) of the **Equity** of which is directly or indirectly owned or controlled by a person or persons, company, or other entity that owns or controls, directly or indirectly, more than fifty percent (50%) of the **Equity** of the **Licensee**.

5.2 Any company or other entity formed after the date of this **Agreement** as part of a corporate reorganization or restructuring of the **Licensee** or a **Related Entity** of the **Licensee** and any new company or other entity otherwise formed within the



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corporate family of the **Licensee** shall be deemed a **Related Entity**; provided, that the new company or other entity is owned or controlled by the **Licensee** or one of its **Related Entities**. Except as used in Section 5.1, as used in this Agreement “**owns or controls**”, “**owned or controlled**”, or “**ownership or control**” means direct or indirect ownership or control of one hundred percent (100%) of the **Equity** of such company or entity.

5.3 Notwithstanding the provisions of Section 4, a **Related Entity** shall have the same right to **Use** the **Lightning Data Material** as **Licensee** without payment to **DML** of an additional license fee; provided, however, that **Licensee** shall notify **DML** of the identity of each **Related Entity** that is allowed use of the **Data** hereunder. Each **Related Entity** that exercises such right of **Use** shall be fully bound by the terms of this **Agreement**, but **Licensee** shall also remain fully responsible for all **Use** made of **Lightning Data Material** by such **Related Entity**.

5.4 If at any time a third party acquires any interest in (a) a **Related Entity**, or (b) a newly-formed entity that would be a **Related Entity** pursuant to Section 5.2 but for the third party’s interest, unless **DML** gives its written consent to the contrary, such **Related Entity** or entity described in subsection (b) of this Section 5.4 shall (i) lose or not attain its status as a **Related Entity**, as the case may be, (ii) not have the right to **Use Lightning Data Material**, if any, in its possessions; provided, however, that public trading of the voting securities of a **Related Entity** in which the ownership of such securities changes over time in the normal course of business shall not be deemed an acquisition by a third party that would trigger the provision of Section 5.4(a).

6. Disclosure to Consultants, Prospective Partners, and Partners

6.1 **Licensee** may allow **Use** of the **Lightning Data Material** by an independent consultant (a “**Consultant**”) hired solely for the purposed of analyzing and interpreting the **Lightning Data Material** for the exclusive **Use** of **Licensee** (but not for the **Use** or benefit of the **Consultant** or any other client of the **Consultant**), provided that such **Consultant** (a) is advised in writing of the restrictions contained in this Section 6.1, (b) agrees in writing to deliver all copies of such analyses and interpretations to **Licensee** at the completion of the work for which such **Consultant** has been retained and (c) agrees in writing to be bound by the confidentiality provisions set forth in Section 4. A **Consultant** retained by **Licensee** may summarize, transcribe reproduce or photocopy such **Lightning Data Material** as is reasonably incidental to the performance of such **Consultant**’s contractual responsibilities.



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6.2 Licensee may **Show**, but shall not allow **Use** of or **Deliver**, the **Lightning Data Material** to a prospective partner in, investor in, lender to, or participant in (each, a “**Prospective Partner**”) a partnership, farmout, operating group, joint bidding agreement, or similar third party business transaction for the joint exploration and/or development of a particular geographical area or areas covered by the **Data** or **Interpretations** (a “**Shared Risk Transaction**”) solely for the purpose of allowing such **Prospective Partner** to evaluate its proposed participation in the **Shared Risk Transaction**. Notwithstanding anything in this Section 6.2 to the contrary, Licensee shall not **Show Lightning Data Material** to any **Prospective Partner** unless such **Prospective Partner** has agreed in writing to keep this **Lightning Data Material** confidential.

6.3 If Licensee elects to **Participate** (as defined in Section 6.8 below) in a **Shared Risk Transaction**, Licensee shall promptly notify **DML** of the identity of each third party, partner, or group member with whom Licensee has entered into such **Shared Risk Transaction** (each, a “**Partner**”). Licensee shall not **Show** nor allow any **Partner** to **Use** take **Delivery** of, or otherwise have possession of **Lightning Data Material** unless such **Partner** has acquired a license from **DML** as described in Section 6.4.

6.4 **DML** grants, to each **Partner** that elects to license the **Lightning Data Material**, a license to **Use** and take **Delivery** of **Lightning Data Material** to the same extent as granted to the **Licensee** hereunder, subject to the following conditions:

6.4.1 Each such **Partner**, on its own behalf, must execute with **DML** either (a) **Master License Agreement**, or (b) a **Supplement** to an existing, valid **Master License Agreement**, in either case with respect to the **Lightning Data Material**.

6.4.2 Each such **Partner** must pay (or the **Licensee** must pay with respect to each such **Partner**) to **DML** a group license fee in accordance with **DML**’s rates and escalation fees at the time such license is sought to be obtained. Notwithstanding the foregoing, if such **Partner** is already in possession of the **Lightning Data Material** pursuant to a separate license agreement with **DML**, no group license fee shall be payable by that **Partner** to **DML** under this section.

6.5 “**Show**” means to give passive access to, or permit to be viewed by, a person, those portions of the **Lightning Data Material** that are related to the specific geographical areas that are the subject of the consultation or the **Shared Risk Transaction**; provided, however, that a **Licensee** who **Shows Lightning Data Material** shall:



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(a) prevent the summarizing, transcribing, reproducing, or photocopying of such **Lightning Data Material** by the person to whom the **Lightning Data Material** is **Shown** or that person's departing from licensee's premises with any **Lightning Data Material** or any summary or description thereof, or knowledge thereof that is comparable to having a copy thereof;

(b) prevent the operation of any computer workstation on which **Lightning Data Material** is displayed by the person to whom the **Lightning Data Material** is **Shown**; and

(c) prevent an alteration or generation of displays, interpretations, or processing of **Lightning Data Material** by the person to whom the **Lightning Data Material** is **Shown**.

6.6 "**Use**" means to have or be permitted access to **Lightning Data Material** in a manner that allows a person to alter, or generate displays, interpretations, or processing of, the **Lightning Data Material**.

6.7 "**Deliver**" means to give or permit access, or actual or constructive possession of **Lightning Data Material** to any extent equal to or greater than that contemplated by the definitions of **Show** and **Use** in Sections 6.5 and 6.6, respectively, including any physical transfer or electronic or other transmission of **Lightning Data Material** on or through any media or by any means whatsoever.

6.8 "**Participate**" means to agree contractually to jointly explore, lease and/or develop areas of interest, but does not include any agreement to join together primarily to license **Lightning Data Material** for individual use.

7. Transfer to an Acquirer

7.1 **Licensee** may not transfer the right to **Use Lightning Data Material** to a person that acquires, either directly or indirectly, **Licensee's** equity interest or assets (an "**Acquirer**"), whether such acquisition is in the form of a statutory merger, consolidation, share exchange, stock or asset sale, or otherwise, without the prior written consent of **DML**. In requesting such consent, **Licensee** shall provide notice satisfactory to **DML** of all relevant facts concerning such transfer.

7.2 **DML** shall not withhold its consent unreasonably in the case of a transfer of all (but not less than all) **Lightning Data Material** governed by this **Agreement** and related **Supplements** that meets all the following conditions:



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7.2.1 **Licensee** shall, directly or indirectly, transfer ownership or control of its equity interest or assets, or all or substantially all of its petroleum exploration and development assets to a single **Acquirer**;

7.2.2 **Licensee** shall not retain any **Lightning Data Material** following such transfer unless it has become a **Related Entity** by virtue of such transfer;

7.2.3 The **Acquirer** shall agree prior to consummation of the transfer that, at **DML's** option, either (a) this **Agreement** shall not terminate but shall remain in full force and effect and the **Acquirer** shall agree in writing to be bound by the terms and conditions hereof as if it were the original **Licensee** hereunder, (b) the **Acquirer** shall execute a **Supplement** to its existing, valid **Master License Agreement**, if any, or (c) in the absence of an existing **Master License Agreement**, the **Acquirer** shall execute a **Master License Agreement**; and

7.2.4 **Licensee** or **Acquirer** shall either (a) pay a fee in an amount equal to 20% of the undiscounted list price of the **Lightning Data Material** that is licensed from **DML** by **Licensee**, but not by **Acquirer**, as of the date of the acquisition, or (b) obligate itself to license additional **DML** data in an amount equal to 50% of the undiscounted list price of the **Lightning Data Material** on terms satisfactory to **DML** and either **Licensee** or **Acquirer**, as the case may be.

8. Temporary Possessions by Reprocessors

8.1 **Licensee** may temporarily transfer possession of **Data** to a data processor for the purpose of reformatting or reprocessing such **Data** for the exclusive **Use** and benefit of **Licensee**; provided that such data processor agrees in writing to maintain the **Data** in strict confidence, and, upon completion of the work for which it has been engaged, to return to **Licensee** the **Data**, all copies thereof, and all reprocessed **Data**.

8.2 All reprocessed **Data** shall be marked with the notice set forth in Section 4.3 hereof.

9. Termination of License

9.1 This **Agreement** and the license granted hereby shall terminate;

9.1.1 immediately, if **Licensee** breaches any provision of this **Agreement** relating to the ownership, **Use**, or transfer of **Lightning Data Material**;



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9.1.2 immediately if an **Acquirer** directly or indirectly acquires **Licensee** and all of the conditions set forth in Section 7.2 are not satisfied;

9.1.3 upon 10 days' written notice if **Licensee** breaches any provision of this **Agreement** not relating to the ownership, **Use**, or transfer of **Lightning Data Material** and fails to remedy such breach within the 10 days following receipt of notice;

9.1.4 upon 10 days' written notice of termination by either party to the other; provided that any payment obligation for **Data** and **Interpretations** previously ordered shall have been satisfied, in which case the **Data** and **Interpretations** so paid for may be retained until expiration of the period set forth in Section 9.1.7 below; or

9.1.5 immediately if **Licensee** (a) is dissolved, adjudicated as bankrupt, or becomes subject to an order for relief under any bankruptcy law, (b) fails to pay or admits in writing its inability to pay its debts generally as they become due, (c) applies for, seeks, consents to, or acquiesces in the appointment of a receiver, custodian, trustee, examiner, liquidator, or similar official for itself or any substantial part of its property; (d) institutes any proceedings seeking an order for relief or to adjudicate it as bankrupt or insolvent, or seeks dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors; or (e) takes any action to authorize or effect any of the forgoing actions;

9.1.6 immediately if, without the application, approval or consent of **Licensee**, a receiver, trustee, examiner, liquidator, or similar official shall be appointed for **Licensee**, or any part of its property, or a proceeding described in subsection 9.1.5(d) is instituted against **Licensee** and such appointment shall continue undischarged or such proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days or **Licensee** shall fail to file in a timely manner, an answer or other pleading denying the material allegations filed against it in any such proceeding; or

9.1.7 with respect to each item of **Data** and **Interpretations** delivered to **Licensee** pursuant to this **Agreement**, upon the later to occur of 8 years after such delivery or licensee's receipt of written notice of termination from **DML**.



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9.2 Except as provided in section 9.1.4 hereof, upon termination of this **Agreement**, at **DML**'s option, **Licensee** shall either (a) return to **DML**, or (b) destroy, all **Lightning Data Material** in its possession, shall retain no copies thereof, and, if **DML** opts to have the **Lightning Data Material** destroyed, shall provide evidence satisfactory to **DML** of such destruction.

9.3 All provisions of this **Agreement** relating to the confidentiality of or restrictions on the **Use**, transfer, and disclosure of **Lightning Data Material** shall survive any termination of the **Agreement**.

10. Limited Warranties

10.1 **DML** warrants that it has full power and authority to grant the license granted to **Licensee** hereunder. **DML** agrees to hold licensee harmless from any claims, actions, or damages that may be asserted against **Licensee** arising out of **DML**'s acquisition and processing of the **Lightning Data Material**.

10.2 The **Lightning Data Material** licensed to **Licensee** hereunder is, to the best knowledge, information, and belief of **DML**, accurately prepared in accordance with accepted practices of the meteorological and geophysical and geological professions. However, **Licensee** accepts the **Lightning Data Material** "as is" and **DML** MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, OF ANY KIND OR DESCRIPTION WITH RESPECT THERETO, INCLUDING ANY WARRANTY REGARDING THE MERCHANTABILITY, QUALITY, OR RELIABILITY OF THE **LIGHTNING DATA MATERIAL**, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. **DML** assumes no liability for reliance by **Licensee** or others on the **Lightning Data Material**, nor for failure of **Licensee**, any **Partner** or any other person or entity to locate or extract any oil, gas, minerals, water, geothermal energy, diamonds, or other natural resources based in whole or part upon reliance on the **Lightning Data Material**. Any action **Licensee** may take based on the **Lightning Data Material** shall be taken at its own risk and expense, and **Licensee** shall have no claim against **DML** as a consequence thereof. **Licensee** agrees to hold **DML** harmless from any claims, actions, or damages that may be asserted against **DML** arising out of any action taken, or decision or expenditure made, resulting from the Use of the **Lightning Data Material**.

10.3 **Licensee**'s sole and exclusive remedy for any claim hereunder shall be limited to repayment of the license fee by **DML** in exchange for return of the **Lightning Data Material** by **Licensee**. No special, consequential, or other damages shall be available to **Licensee**.



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11. Notices

All notices hereunder must be in writing and will be deemed to have been duly given upon receipt of hand delivery; certified or registered mail, return receipt requested; recognized courier service, or telecopy transmission with confirmation of receipt:

(a) If to DML:

Dynamic Measurement LLC
1307 Emerald Green Lane
Houston, Texas 77094
Attention: H. Roice Nelson, Jr.
Founder and Manager
Telephone: 281.579.0172 Cell: 713.542.2207
RoiceNelson@gmail.com

(b) if to Licensee:

Attention: _____
Telephone: _____

Such names and addresses may be changed by written notice to each person listed above.

12. Miscellaneous

12.1 If **DML** shall consent to the disclosure or transfer of **Lightning Data Material** pursuant to this **Agreement**, such consent shall not be deemed a waiver by **DML** with respect to its right to object to any other disclosure or transfer of **Lightning Data Material**.

12.2 Except as specifically permitted herein, this **Agreement** shall not be assignable nor transferrable by **Licensee**, whether by contract, operation of law, or otherwise, without **DML's** prior written consent.



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12.3 This **Agreement** together with any **Supplements** issued pursuant hereto represents the entire agreement between the parties in relation to the subject matter hereof. No modification or amendment of this **Agreement** or any **Supplement** shall be valid and binding on the parties hereto unless set forth in writing and signed by the parties.

12.4 This **Agreement** shall be governed by and construed in accordance with the laws of the state of Teas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Dynamic Measurement LLC

By: _____

Name: H. Roice Nelson, Jr.

Title: Founder and Manager

[Licensee]

By: _____

Name: _____

Title: _____