

## Competition Agreement

### SCHLUMBERGER OCEAN PLUG-IN COMPETITION AGREEMENT

This Schlumberger Ocean Plug-In Competition Agreement (“Agreement”) forms a binding legal agreement between you (“You” or “User”) and

---

(“Schlumberger” or “Company”) with respect to the Schlumberger OCEAN Plug-in Programming Competition (“Competition”). “Schlumberger” shall also include affiliates of Schlumberger (“Affiliates”). For the purposes of this Agreement, “Affiliate” means any entity controlling, controlled by or under common control with Schlumberger, where ‘control’ is defined as the ownership of the voting shares of such entity.

You agree that Your submission of any materials (“Submission”), including, without limitation, any ideas, guidance, comments, suggestions, queries, ideas, concepts, information, inventions, writings, software, source code, know-how, processes, algorithms, formulas, documentation, modifications or improvements (“Materials”), in connection with the Competition constitutes Your acceptance of the terms and conditions of this Schlumberger Ocean Plug-In Competition Agreement (“Agreement”). You may not enter a Submission, and You are not eligible to receive any prizes related to the Competition, unless You agree to this Agreement.

1. IP OWNERSHIP. You hereby agree that You will use any Software and Documentation (as defined in Exhibit A hereto) provided by Schlumberger to You in connection with the Competition in accordance with the Software Temporary License, which is attached hereto as Exhibit A (“Temporary License”). With regard to the Submission, You hereby assign to Schlumberger all Your right, title, and interest, in the Submission, including, without limitation, any intellectual property and proprietary rights related thereto. You also hereby agree to assist Schlumberger in securing legal protection for such rights, and agree to do all lawful things requested by Schlumberger, including, without limitation, executing any assignment agreements and related no-objection forms and/or letters, at any time during and after the term of this Agreement without additional compensation. Schlumberger is, and shall remain, the full and exclusive owner of all proprietary and/or confidential, technical, business, and other information of Schlumberger which may be disclosed or otherwise made accessible to in connection with the Competition. Upon the earlier of (a) termination or expiration of this Agreement, (b) termination of the Competition, and (c) upon request by Schlumberger, You shall deliver to Schlumberger any and all Software and Documentation, that were provided to You by Schlumberger in connection with the Competition whether in a written or electronic form. “Schlumberger,” the “Schlumberger logo” and “Petrel” are registered trademarks of Schlumberger (“Schlumberger Marks”). You may not use the Schlumberger Marks, or any other marks owned by Schlumberger, without the prior express written consent of Schlumberger.

2. PRE-EXISTING MATERIALS. You agree to not include in the Submission any pre-existing Materials (“Pre-existing Materials”), if such Preexisting Materials require a license or permission from a third party. Furthermore, You agree to not include, embed, combine, or otherwise use Restrictive Open

Source Code in any Project IP. "Restrictive Open Source Code" shall mean software available without charge for use, modification and distribution and that is licensed under terms that require a user to make the user's modifications to the Open Source Code (or any other software that the user combines with the Open Source Code) freely available in source code form. Open Source Code shall expressly include, but is not limited to, programs licensed under the GNU General Public License, GNU Lesser General Public License, and Code Project Open License.

3. LICENSE. To the extent You include in the Submission any Pre-existing Materials that are owned either (a) solely by You, or (b) jointly by all of Your team members, You and/or Your team members hereby grant to Schlumberger an irrevocable, non-exclusive, world-wide, perpetual, royalty-free, fully transferable license to: (1) use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based upon such Pre-existing Materials and derivative works thereof, (2) use, make, have made, import, sell, and offer for sale, such Pre-existing Materials and derivative works thereof, and (3) authorize others to do any, some, or all of the foregoing. You shall provide copies of any such Pre-existing Materials, and derivatives works thereof, as requested by Schlumberger.

4. WARRANTIES. You represent and warrant that: (a) You have, and will have, full and sufficient right to assign or grant the title, interest, rights and/or licenses granted to Schlumberger pursuant to this Agreement; (b) the Submission and Materials do not and will not infringe any patents, copyrights, trademarks, or other intellectual property or proprietary rights (including misappropriation of trade secrets), privacy or similar rights of any third party, nor has any claim of such infringement been threatened, asserted, or is pending against You; (c) the Submission is in compliance with all applicable laws; (d) the Submission does not violate any agreement or obligation between You and a third party, including, without limitation, any disclosure obligation that You may have to a third party; and (e) You have taken reasonable steps to ensure that the Submission is free from Computer Viruses. "Computer Virus" is defined as software, or a section of code within the software, that performs a function unauthorized by the user of the software, which adversely affects the user's computer systems or use of such software causing wrongful loss or damage to the computer system. Furthermore, You represent and warrant that the Submission does not contain any disabling devices to prohibit Schlumberger's use of such software.

5. DISCLAIMERS OF WARRANTY. EXCEPT AS SET FORTH IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY SCHLUMBERGER OR ITS AUTHORIZED REPRESENTATIVES OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NONINFRINGEMENT) ARE HEREBY OVERRIDDEN AND DISCLAIMED BY SCHLUMBERGER.

6. LIMITATION OF LIABILITY. In no event shall Schlumberger be liable for any consequential, special, exemplary, incidental and indirect damages arising out of or in connection with its performance pursuant to this Agreement. Furthermore, in no event shall Schlumberger's liability under this Agreement exceed the amount of five thousand dollars (\$5,000).

7. INDEMNIFICATION. You shall protect, defend, hold harmless and indemnify Schlumberger from all losses, costs, claims, liens, causes of action and damages (including attorneys' fees), of every kind and character, arising out of or in connection with the Submission and/or Materials, including, but not limited to, death, personal injury, property damage, additional taxes of any nature, and any assertion that the Submission, or any part or use thereof, infringes upon any patent, trademark, copyright, or other intellectual property or proprietary rights (including misappropriation of trade secrets), privacy or similar rights of any third party. In no event shall Schlumberger be liable You for acts or omissions arising out of or related to the Competition or Your participation in the Competition. Schlumberger hereby reserves the right to disqualify the Submission if Schlumberger believes in its sole and unfettered discretion the Submission and/or Materials infringes upon or violates the rights of any third party or otherwise does not comply with this Agreement.

8. PUBLICITY. By participation in the Competition, You agree that Schlumberger may publicize Your name, likeness, and the description of the Submission and/or Materials. Schlumberger shall not be obligated to compensate You in any way for such publicity.

[Date] \_\_\_\_\_

[You/User] \_\_\_\_\_

[Ph:] \_\_\_\_\_

**EXHIBIT A: SOFTWARE TEMPORARY LICENSE AGREEMENT**

Number \_\_\_\_\_

Host I.D. \_\_\_\_\_

Host Name: \_\_\_\_\_

Dear

Schlumberger Information Solutions, a division of Schlumberger (hereinafter referred to along with its Affiliates as "Company") will provide the Software listed in Attachment "A" ("Software") and related software manuals ("Documentation") to You (hereinafter referred to "User" or "You") under the following terms:

Notice to User.

This Software Temporary License Agreement ("TEMPORARY LICENSE AGREEMENT") applies to Your use of the Software and and Documentation provided to You by the Company or one of its Affiliates for the purpose of participation in the Competition. If, at the end of the License Period (as set forth in Article 10, below), you wish to continue using the Software you must contact Company and agree to the terms and conditions of Company's standard End User License Agreement. Otherwise, Your rights to use the Software shall terminate as of the expiration of the License Period and you must return the Software and Documentation and any copies thereof to Company and remove any copies from your computer equipment.

This TEMPORARY LICENSE AGREEMENT is incorporated into the Schlumberger Ocean Plug-In Competition Agreement and its integral part. Any capitalized terms defined in the Schlumberger Ocean Plug-In Competition Agreement and not defined herein, apply to this TEMPORARY LICENSE AGREEMENT.

#### 1.0 Definitions

1.1 "Documentation" refers to means specifications, manuals, handbooks, maintenance libraries, and other publications or media in whatever form supplied or made available to User or to which User has been given access to in connection with the Software.

1.2 "License Period" is the period of time beginning from the effective date of this TEMPORARY LICENSE AGREEMENT until the date set forth at the end of this TEMPORARY LICENSE AGREEMENT.

1.3 "Fees" refers to the fees charged to User for use of the Software, as set forth below in Article 3.

1.4 "Intellectual Property" means all trademarks or trade names (whether common-law or registered), logos, patents, mask works, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Software.

1.5 "Party" refers to Company or User; "Parties" refers to Company and User.

1.6 "Confidential Information" includes, but is not limited to: Software, Documentation, and any materials contained within; and, unless specified otherwise herein, other trade secrets, confidential or proprietary information of Company.

1.7 "Software" refers to the Company software licensed to User hereunder including, without limitation, application software, systems software, software of third parties embedded in or utilized by the Software, microcode and firmware, upgrades, modified versions or updates of the Software if provided by Schlumberger to User, and, where included, Documentation related thereto.

1.8 "Software License" refers to the software license granted by Company in accordance with this TEMPORARY LICENSE AGREEMENT.

1.9 "User's Equipment" means the designated computer(s) of User, that Software is used on.

## 2.0 Grant of License

2.1 The Software and its related Intellectual Property is owned by Company and its licensors, and its structure, organization and code are the valuable trade secrets of Company and its licensors. The Software also is protected by copyright laws and international treaty provisions. Except for the limited license to use the Software set forth in Section 2.2, below, this TEMPORARY LICENSE AGREEMENT does not grant you any intellectual property rights in the Software.

2.2 Subject to complying with this TEMPORARY LICENSE AGREEMENT, User is granted a nonexclusive, nontransferable, non-assignable, limited license to use Software during the License Period, in object code form only on the User's Equipment and only for the purpose of User's participation in the Competition and only as expressly authorised herein. The Software is not sold but is licensed. User's rights to use the Software shall be further limited to and subject to the terms and conditions set forth in this TEMPORARY LICENSE AGREEMENT. Company (and/or Company's licensor(s), when applicable) shall at all times retain title to all rights to Intellectual Property in and to the Software and Confidential Information, including all components, additions, modifications and updates. Where title to Intellectual Property of certain Software is retained by Company's licensors, Company represents that it has the authority to license such Software to User. Company shall own and have title to the tangible media in which the Software is delivered.

2.3 User's use of the Software is restricted to the processing of information and the process of copying, recording, or transcribing Software only for the purpose of User's participation in the Competition. . Licensed use of the Software shall be further restricted to educational and research purposes for use related to the processing or interpretation by Institution of geoscience, economic, reservoir, and production related data owned or licensed by Institution in connection with oil, gas and other natural resource development.

2.4 Company reserves all other rights that are not specifically granted to User. For the avoidance of doubt, User is not authorised and may not authorise anybody to do any of the following:

- a) Reverse engineer, decompile or disassemble the Software except and only to the extent required by law;
- b) Develop or create modifications, improvements and/or derivative works of the Software;
- c) Publish or display the Software or Documentation in any manner except as provided herein;
- d) Rent, lease, lend, sub-license or otherwise distribute or assign User's rights in the Software, including but not limited to assigning or sub-licensing User's rights to use the Software to third parties without Company's prior written consent;
- e) Separate out or use any portion of software of third parties embedded in or utilized by the Software for any purpose;
- f) Separate out or use any products licensed as a single unit for any purpose;
- g) Obtain unauthorised access to restricted elements of the Software or modify or disable or otherwise "crack" any feature incorporated in the Software, including by bypassing security features, including but not limited to licence and quality control features that limit or record the number of users, or those that are intended to prevent access to unlicensed elements or modules of the Software;
- h) Combine or use the Software in combination with any software licensed under the 'GNU General Public License' or any other license or lease for software freely available in source code form in any manner that would cause, or could be interpreted or asserted to cause, the Software to become subject to the 'GNU General Public License' or other such license or lease.
- i) use the Software in a manner contrary to the Documentation.

2.5 User is entitled to use the Software on a Named User basis meaning specific individuals are authorized to access the Software and the total number of Named Users may not exceed the total number licenses provided to User.

User agrees not to make copies of the Software or allow run-time licenses to be simultaneously executed in excess of those it has been entitled to use.

If User violates this TEMPORARY LICENSE AGREEMENT or uses illegitimate versions of the Software or of any other Company software, User's rights of use of the Software immediately expire and Company agrees to discontinue its use of the Software and, at Company's discretion, immediately remove, return or destroy, all copies of the Software and Documentation.

2.6 User must systematically back-up all applications and data files stored in the Software in accordance with industry standards, to protect against the loss of User's data.

User is permitted to make archival copies of the Software as permitted by applicable national and international copyright law. User may make a reasonable number of copies of the Documentation for User's own internal use. Any copies of Software or Documentation that User makes must retain all original copyright, patent, and proprietary rights notices. In the case of disk, tape, or other storage media, User shall reproduce such notice(s) in a visually legible form on the exterior of the media or first page of the printed volume. User's use of such copies shall be subject always to the terms and conditions of this TEMPORARY LICENSE AGREEMENT.

2.7 User understands that the Software will only operate properly on the types of computer equipment using the operating system version(s), as identified by Company in its Documentation. User is solely responsible for ensuring that its computer systems comply with such technical specifications set out in Documentation.

2.8 Software may include security license administration features enabling Company to account for, and control access to, the Software for the number of and types of run-time licenses provided to User. User acknowledges that Software may now or in the future contain security devices for the protection of Software.

3.0 Fees and Payment. There is no charge for the use of the Software during the License Period. In the event User indicates its desire to continue using the Software beyond the License Period as a regular licensed user, User must contact Company and agree to Company's standard terms and conditions and fees for licensing of the Software, copies of which will be provided to User upon request. If User continues using the Software after the expiration of the License Period, User shall be deemed to have accepted Company's standard terms and conditions and fees for the Software, and User shall be invoiced accordingly by Company at such time.

4.0 Warranty.

4.1 Software provided under this TEMPORARY LICENSE AGREEMENT is provided "as is, where is" with no warranties.

4.3 Maintenance Services. No maintenance services are provided for the Software under this TEMPORARY LICENSE AGREEMENT.

5.0 Disclaimer and Limitation of Liabilities.

5.1 COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5.2 COMPANY DOES NOT GUARANTEE RESULTS. ALL INTERPRETATIONS USING THE SOFTWARE, AND ALL RECOMMENDATIONS OR RESERVOIR DESCRIPTIONS BASED UPON SUCH INTERPRETATIONS, ARE OPINIONS BASED ON INFERENCES FROM MEASUREMENTS AND EMPIRICAL RELATIONSHIPS AND ON ASSUMPTIONS, WHICH INFERENCES AND ASSUMPTIONS ARE NOT INFALLIBLE, AND WITH RESPECT TO WHICH COMPETENT SPECIALISTS MAY DIFFER. IN ADDITION, SUCH INTERPRETATIONS,

RECOMMENDATIONS AND RESERVOIR DESCRIPTIONS MAY INVOLVE THE OPINION AND JUDGMENT OF USER. USER HAS FULL RESPONSIBILITY FOR ALL INTERPRETATIONS, RECOMMENDATIONS AND RESERVOIR DESCRIPTIONS UTILIZING THE SOFTWARE. COMPANY CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY INTERPRETATION, RECOMMENDATION OR RESERVOIR DESCRIPTION. UNDER NO CIRCUMSTANCES SHOULD ANY INTERPRETATION, RECOMMENDATION OR RESERVOIR DESCRIPTION BE RELIED UPON AS THE SOLE BASIS FOR ANY DRILLING, COMPLETION, WELL TREATMENT, PRODUCTION OR OTHER FINANCIAL DECISION, OR ANY PROCEDURE INVOLVING ANY RISK TO THE SAFETY OF ANY DRILLING VENTURE, DRILLING RIG OR ITS CREW OR ANY OTHER INDIVIDUAL. USER HAS FULL RESPONSIBILITY FOR ALL SUCH DECISIONS AND FOR ALL DECISIONS CONCERNING OTHER PROCEDURES RELATING TO THE DRILLING OR PRODUCTION OPERATION.

5.3 Company and its licensors shall have no liability to User arising out of User's use of the Software, or for personal injury (including death) or property damage arising from the use or installation of the Software, and IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFIT, OR LOSS OF BUSINESS WHETHER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR USE OF THE SOFTWARE OR ANY OTHER MEANS, AND REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE. USER SHALL PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY OF AND FROM ANY LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY CLAIM ASSERTED AGAINST COMPANY THAT IS IN ANY WAY ASSOCIATED WITH THE MATTERS SET FORTH IN THIS ARTICLE 5.

#### 6.0 Termination.

6.1 Upon termination or expiration of this TEMPORARY LICENSE AGREEMENT, User shall discontinue all use of the Software and return the Software and any Confidential Information to Company, including all copies, and remove any copies of the Software or related documentation from its computer equipment. If User ceases to operate for any reason, including but not limited to bankruptcy or dissolution, User shall return the Software to Company. User shall, upon Company's request, certify that all such Software, Confidential Information and copies have been returned to Company.

6.2 Company shall have the right, immediately upon any default or breach of this TEMPORARY LICENSE AGREEMENT by User, to pursue all available remedies at law or equity, and may terminate this TEMPORARY LICENSE AGREEMENT with User.

#### 7.0. Applicable Law and Dispute Resolution.

(a) **United States.** If User acquired the Software in the United States, Texas state law governs the interpretation of this TEMPORARY LICENSE AGREEMENT, regardless of its conflicts of law principles.



(b) **Outside of the United States.** If User acquired the Software in any other country, the laws of England apply regardless of its conflicts of law principles.

Any controversy or claim arising out of or relating to the TEMPORARY LICENSE AGREEMENT, or any breach thereof, will be settled by arbitration to be held in the English language at a mutually agreeable location in accordance with the commercial arbitration Rules of the American Arbitration Association (for contracts entered into in the United States) or the International Chamber of Commerce (for contracts outside the United States). Any award rendered by the arbitrator(s) may include costs against either Party and may be entered into a court of competent jurisdiction for enforcement, but under no circumstances are the arbitrator(s) authorized or empowered to award special, punitive or multiple damages against either Party. Any action brought against Company under this TEMPORARY LICENSE AGREEMENT must be brought within twelve (12) months after the cause of action arises.

#### 8.0 General Provisions.

8.1 User has been licensed to use the Software in the country where it was initially delivered to User. The exportation of the Software to certain countries, that are subject to United States, United Nations, European Union or other similar trade sanctions, may be prohibited. User is responsible for complying with all applicable trade control regulations. User's export, transfer, assignment or other movement of the Software in violation of applicable trade control regulations will result in the automatic termination of this TEMPORARY LICENSE AGREEMENT and all rights to use the Software. 8.2 This TEMPORARY LICENSE AGREEMENT may not be assigned or otherwise transferred by User, including any assignment by operation of law, without Company's written consent, such consent not to be unreasonably withheld by Company.

8.3 If any provision of this TEMPORARY LICENSE AGREEMENT shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this TEMPORARY LICENSE AGREEMENT and shall not affect the validity and enforceability of any remaining provisions.

8.4 This TEMPORARY LICENSE AGREEMENT is the complete and exclusive statement of the agreement between User and Company with respect to its subject matter and supersedes any oral or written communications or representations. This TEMPORARY LICENSE AGREEMENT may only be modified in a writing signed or electronically acknowledged by User and an authorized officer of Company.

8.5 From time to time, and with reasonable notice and during Business Hours, Company may audit User's books and records, facilities and any authorized computers where the Software may be located to confirm the appropriate use of the Software in accordance with the terms of this TEMPORARY LICENSE AGREEMENT, including that there has been no unauthorized distribution of the Software. Audit rights are not intended to extend to the review of any confidential or proprietary information that belongs to User.

8.6 Neither Party will be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such Party and which, by the exercise of due diligence of such Party, could not have been reasonably avoided. Such events will include acts of God, acts of terrorism,

strikes, lockouts, riots, acts of war, epidemics, governmental acts or regulations, fires, communication line failures, power failures, and earthquakes.

8.7 The following provisions are intended to survive the termination or expiration of this TEMPORARY LICENSE AGREEMENT: section 2.1, 5, 7, 8.1, 8.5 and 9.

9.0 Confidential Information

User agree to use all reasonable safeguards to protect Company’s Confidential Information as User would protect its own Confidential Information of similar importance, but in no event less than industry standard. User will disclose the Confidential Information only to its employees on a need-to-know basis and, not to any third party without the prior written consent of Company. If this TEMPORARY LICENSE AGREEMENT is cancelled or terminated, User agrees to immediately return or destroy, at Company’s direction, all of Company’s Confidential Information.

The confidentiality obligations contained in this section 15 9 not apply to Confidential Information which is:

- a) rightfully in User’s possession prior to the time it is received from Company;
- b) publicly known without fault of User before or after disclosure to it;
- c) provided User by a third party who has an authorized and unrestricted right to disclose it;
- d) is disclosed as required by law following prior written notice to Company.

10.0 License Period.

The License Period shall run till the end of the Competition and shall be equal to One (1) year.

Please indicate your acceptance of these terms by signing below where indicated and returning the signed copy to Company.

Schlumberger \_\_\_\_\_

APPROVED BY: Schlumberger

ACCEPTED BY: [Insert Name of User]

Name

Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT "A"

LICENSED SYSTEM SPECIFICATIONS

Licensed Systems:

The following Schlumberger Software is for your computer:

Item	Model No.	Description
Ocean Application Development Framework	AOCE-B1	_____