

This MLA contains changes made directly into the document. See Addendum dated 5/30/03 to view changes made.

**MASTER LICENSE AGREEMENT
FOR MULTICLIENT SEISMIC DATA**



THIS MASTER LICENSE AGREEMENT FOR MULTICLIENT SEISMIC DATA (the "License Agreement") is made effective this 15th day of April, 2003 by and between:

WesternGeco L.L.C. with offices at 10001 Richmond Avenue, Houston, Texas 77042, acting on its behalf and on behalf of its Related Entities ("WesternGeco"); and,

Century Exploration Company with offices at 3838 North Causeway Boulevard, Suite 2800, Metairie, LA 70002, acting on its behalf and on behalf of its Related Entities ("Licensee").

WHEREAS, WesternGeco is the owner, or the duly authorized agent of the owner, of certain proprietary geophysical and geological data and reports derived from valuable consideration expended by WesternGeco; and,

WHEREAS, Licensee desires to obtain a non-exclusive license to use specified portions of the data and interpretations thereof pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises, conditions and respective agreements contained in this License Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged;

THE PARTIES HEREBY AGREE as follows:

SECTION ONE - FORM OF AGREEMENT

1. OBJECT

WesternGeco shall license to Licensee the Data as may from time to time be ordered by Licensee in writing, at the prices agreed in writing prior to confirmation of any order from Licensee, all in accordance with the terms and conditions set out in this License Agreement. Confirmation of all orders for Data shall be by an applicable Supplemental Agreement, executed by WesternGeco and Licensee, in substantially the form as provided in "Exhibit A".

2. CONTENTS

This License Agreement consists of this Section 1 - Form of Agreement; Section 2 - General Terms and Conditions; and all Exhibits and Supplemental Agreements thereto, if any, duly signed by both parties.

3. TERM

This License Agreement shall be in effect from the date set forth above and shall continue in effect for a term of fifty (50) years or until terminated as provided herein. Notwithstanding the expiration

or termination of this License Agreement, all terms and conditions hereof regarding confidentiality and restrictions on the use, Disclosure and Transfer of Data delivered to Licensee shall survive and continue in full force and effect.

4. **PRIOR AGREEMENTS**

As of the effective date, this License Agreement replaces and supersedes all prior License Agreements between Licensee and Geco-Prakla, a division of Schlumberger Technology Corporation, (and its Related Entities) and all prior Data Use Licenses between Licensee and Western Geophysical, a division of Western Atlas International Inc., (and its Related Entities) for any and all Data currently under license by Licensee as of the effective date of this License Agreement. All such prior agreements are hereby merged into this License Agreement and all such Data is hereby licensed under this License Agreement. After the effective date, to the extent this License Agreement may conflict with any such prior agreements, this License Agreement shall control. This License Agreement constitutes the entire agreement between WesternGeco and Licensee with respect to the subject matter hereof.

5. **CONFIDENTIALITY**

This License Agreement shall be considered a confidential document between Licensee and WesternGeco. Disclosure of this document or any portions thereof is not permitted without prior written authorization from WesternGeco.

IN WITNESS WHEREOF, this License Agreement is duly executed.

WesternGeco L.L.C.

Century Exploration Company

By: 

By: 

Title: Vice President

Title: CMO OPERATING OFFICES

Date: 6/16/03

Date: 6/9/03

Attachments:

SECTION TWO - GENERAL TERMS AND CONDITIONS
EXHIBIT A - FORM OF SUPPLEMENTAL AGREEMENT

**MASTER LICENSE AGREEMENT
FOR MULTICLIENT SEISMIC DATA**

SECTION TWO - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this License Agreement, the following expressions shall have the following meanings:

- A. "Acquirers" shall mean Third Parties that conclude a Third Party Acquisition with Licensee, whether accomplished by statutory merger, asset sale or purchase, stock sale or purchase, bankruptcy reorganization, or any other transaction.
- B. "Allowed Viewing Parties" shall mean Prospective Partners and Prospective Acquirers.
- C. "Control" shall mean the ability to direct, manage and/or dictate the actions of and/or determine the management of the entity in question whether by the election of members of the Board of Directors or other governing body of such entity, or by having a majority number of members of such governing body, or by other means.
- D. "Data" shall mean proprietary geophysical information, regardless of the form or medium on which it is displayed or stored and which WesternGeco either owns or for which it has the right to grant use licenses.
- E. "Disclose" shall mean to display or otherwise show the Data for short periods of time, in environments whereby others are not able to make or remove copies, transcriptions, summaries or reproductions of the Data of any type, or otherwise acquire knowledge or information from the Data comparable to having a copy of the Data.
- F. "Force Majeure" shall mean any event or circumstance beyond the reasonable control of the party in question, and shall include but not be limited to strikes, lockouts, riots, war (declared or undeclared), acts of God, civil insurrection, fire, threat on life of personnel and risk of destruction of vessel, acts of terrorism, expropriation or seizure of equipment (including vessels), or other similar cause, provided such cause is beyond the party's reasonable control.
- G. "License Agreement" shall mean Section 1 - Form of Agreement; Section 2 - General Terms and Conditions, and all Addenda and Supplemental Agreements thereto, if any, duly signed by both parties.
- H. "Licensee's Consultants" shall mean Third Parties engaged by Licensee to interpret, reprocess or make other technical studies of the Data for the sole use and benefit of Licensee. Licensee's Consultants may not be Prospective Partners, Partners, Prospective Acquirers or Acquirers, or otherwise be in the business of exploring for or producing hydrocarbons.
- I. "Ownership" shall mean, in the case of a corporation or other entity which issues voting securities, at least 50% (or such lesser percentage which results in *de facto* Control) of the outstanding common stock or other voting securities and, in the case of a partnership, trust or other entity, at least 50% (or such lesser percentage which results in *de facto* Control) of the interest in the profits thereof.

- J. "Parent Company" shall mean the corporation or other entity that, as of the date of this License Agreement, has direct Ownership or Control over the party in question.
- K. "Partners" shall mean Third Parties contractually related to Licensee in Third Party Business Transactions (whether or not such relationships constitute a partnership at law).
- L. "Prospective Acquirers" shall mean Third Parties with which Licensee is, or shall be, conducting *bona fide* negotiations in an endeavor to conclude a Third Party Acquisition.
- M. "Prospective Partners" shall mean Third Parties with which Licensee is, or shall be, conducting *bona fide* negotiations in an endeavor to conclude a Third Party Business Transaction.
- N. "Related Entities" shall mean a party's wholly owned Subsidiaries, the party's Parent Company (provided the party is wholly owned), and the other wholly owned Subsidiaries of the party's Parent Company (provided the party is wholly owned), (i) that exist as of the date of this License Agreement, and (ii) that are formed after the date of this License Agreement as a result of an internal reorganization, but shall not include entities formed after the date hereof to accomplish a statutory merger, asset sale or purchase, stock sale or purchase or any other transaction with an entity that is not defined as a Related Entity as of the date of this License Agreement.
- O. "Subsidiary" shall mean a corporation or other entity that, as of the date of this License Agreement, the party in question or that party's Parent Company has Ownership or Control over, or that is later formed as part of a corporate reorganization wherein the party or the party's Parent Company causes a restructure or realignment of the various companies in the corporate family, or a formation of a new company, that is not the result of a statutory merger, asset sale or purchase, stock sale or purchase or any other transaction.
- P. "Third Party" shall mean any corporation, individual, partnership, trust or other entity not a party to this License Agreement (including Acquirers, Partners, Prospective Acquirers and Prospective Partners) that is not a Related Entity.
- Q. "Third Party Acquisition" shall mean any transaction entered into by Licensee after the date hereof whereby any Third Party acquires the majority interest in the assets of Licensee, or otherwise gains Control or Ownership of Licensee or Licensee's oil and gas assets and business operations, whether by asset or stock purchase, statutory merger, bankruptcy reorganization or any other transaction.
- R. "Third Party Business Transaction" shall mean farmouts, operating agreements, and acreage trades entered into by Licensee with Third Parties for the joint exploration and/or development of a particular geographical area(s).
- S. "Transfer" shall mean the sale, assignment, lease, license, sublicense, transfer, exchange, trade, publication, encumbrance, or other disposition of the Data.

2. **DATA OWNERSHIP & LICENSE**

- A. The Data contains valuable proprietary information and trade secrets of WesternGeco or its principal (the "Data Owner") and is protected by international and United States trade secret and copyright laws. Title to and ownership rights in such Data shall at all times remain with WesternGeco, or the Data Owner if other than WesternGeco.

- B. Upon payment of the license fee, Licensee shall acquire only the non-exclusive right to utilize the Data in accordance with the terms and conditions in this License Agreement. Licensee shall in no event Disclose or Transfer the Data except as specifically provided in this License Agreement. Licensee warrants that its personnel are aware of and shall comply with the provisions of this License Agreement.
- C. To the extent Data licensed hereunder pertains to geographic areas under jurisdiction or control, or was obtained under permits granted by a sovereign government authority, the use thereof shall be governed by the laws and regulations of that government, and Licensee acknowledges that it is bound by such legal regulations. By way of specific example, but not limitation, Data that pertains to geographic areas under the United States Federal jurisdiction or control or obtained under U.S. Minerals Management Service permits shall be governed by 30 CFR 251.12 (as amended), and Licensee hereby acknowledges and agrees to comply with such restrictions and reporting obligations therein.

3. **DATA DELIVERY & PAYMENT**

- A. Data delivered to Licensee shall be accompanied by a transmittal letter describing the Data. Licensee shall return an executed Supplement Agreement to WesternGeco for all Data ordered within thirty (30) days of receipt of the Data. Acceptance of the Data by the Licensee shall subject Licensee to the terms and conditions of this License Agreement.
- B. Licensee will be invoiced the amount of the agreed license fee, plus applicable charges for copying, handling, reproducing, splicing, shipping, insurance, taxes, duties and other costs. Licensee agrees to pay WesternGeco in accordance with the charges invoiced to Licensee within thirty (30) days of the date said invoice is received by Licensee. Invoices not paid within thirty (30) days shall be subject to an interest charge of 1.5% per month or the maximum amount of interest allowed by law, whichever is less. *unless otherwise agreed between the parties. ufu*
- C. All Data delivered to Licensee shall be delivered subject to a provisional license. In the event of payment default, the provisional license shall be revocable at any time by WesternGeco. Upon full payment of the license fees invoiced to Licensee, the Licensee shall be granted a non-exclusive license subject to the terms of this License Agreement.

4. **RIGHTS OF LICENSEE**

- A. WesternGeco hereby grants to Licensee the non-exclusive right to use the Data for internal purposes only. Licensee shall not use, Disclose or Transfer the Data except as specifically provided in this License Agreement.
 - i. ***RELATED ENTITIES***. Licensee may Disclose and Transfer Data to Related Entities, with no additional license fee payable to WesternGeco, provided that:
 - (a) WesternGeco shall be given advance written notice of any such proposed Transfer; and
 - (b) The Related Entity shall be bound by the terms of this License Agreement; and
 - (c) In the event the Related Entity shall cease to exist or no longer meet the definition of a Related Entity, the Data shall automatically revert to Licensee. Should Licensee no longer exist, the Data shall revert to WesternGeco.

- ii. **LICENSEE'S CONSULTANTS.** Licensee may engage and make Data available to Licensee's Consultants to interpret or reprocess the Data for the sole benefit of Licensee, provided that for each such engagement, Licensee's Consultants agree, in writing, either generally or specifically, prior to the engagement (a copy of such agreement shall be provided to WesternGeco upon request), that:
- (a) The interpretation or reprocessing of the Data performed by Licensee's Consultants shall be for the sole benefit of Licensee; and
 - (b) Licensee's Consultants shall maintain the confidentiality of the Data as specified herein and shall not Disclose the Data to any Third Party; and
 - (c) The Data shall remain on the premises of Licensee's Consultants solely for the time period necessary to perform the interpretation or reprocessing of the Data; and
 - (d) Licensee's Consultants shall not retain any copies of the Data or any interpretation or reprocessing of the Data and, upon completion of the engagement, shall deliver all copies thereof to Licensee.
- iii. **ALLOWED VIEWING PARTIES.** Licensee may Disclose, but may not Transfer, Data to Allowed Viewing Parties during the negotiation of Third Party Business Transactions or Third Party Acquisitions, provided that:
- (a) Licensee shall maintain a detailed written log of any such Disclosure and shall make such log available to WesternGeco upon request; and
 - (b) Any Disclosure to Allowed Viewing Parties shall be limited to only Data relevant to those geographical areas subject to the negotiation; and
 - (c) Allowed Viewing Parties shall agree in writing prior to Disclosure (a copy of which shall be provided to WesternGeco upon request) to maintain the confidentiality of the Data as specified herein; and
 - (d) Disclosure shall be made to such Allowed Viewing Parties individually in a Licensee supervised 'Data Room', for a limited period of time in a secure environment whereby said Allowed Viewing Parties are unable to make an independent interpretation of the Data, transcribe, summarize, photocopy, or reproduce the Data, or take any portion, copy, transcription or summary of the Data away from Licensee's secure 'Data Room' or otherwise gain knowledge of the Data comparable to having a copy of the Data.
- iv. **ACQUIRERS.** Licensee may not Transfer Data to Acquirers subsequent to concluding a Third Party Acquisition, unless:
- (a) WesternGeco shall be given advance written notice of any such proposed Transfer, along with all relevant facts concerning the proposed Transfer, including but not limited to the parties currently and anticipated to have access to and/or possession of the Data and the structure of the Third Party Acquisition transaction; and
 - (b) Licensee has obtained WesternGeco's written consent, in advance, for such Transfer; and
 - (c) If WesternGeco consents to the Transfer, Licensee shall cause the Acquirer to execute, as a condition of closing the Third Party Acquisition, WesternGeco's then-current standard license agreement. Upon execution by the Acquirer of the license agreement, Licensee's Data received under this License Agreement shall be Transferred to Acquirer, the Data Transferred shall be governed by the Acquirer's license, and Licensee's rights in the Transferred Data shall terminate, with the exception that all provisions of the License Agreement regarding confidentiality and restrictions on the use, Disclosure and Transfer of

the Transferred Data, shall survive termination of the License Agreement and remain in full force and effect; and

- (d) WesternGeco's consent to the Transfer may be conditioned upon payment to WesternGeco of an additional license fee prior to closure of the Third Party Acquisition. Such additional license fee shall not exceed thirty percent (30%) of the then-current list price for the Transferred Data.

- v. **PARTNERS.** Licensee may not Disclose or Transfer Data to Partners subsequent to concluding a Third Party Business Transaction, unless:
 - (a) WesternGeco shall be given advance written notice of any such proposed Transfer or Disclosure; and
 - (b) Licensee has obtained WesternGeco's written consent, in advance, for such Transfer or Disclosure; and
 - (c) The Partner has executed a license agreement with WesternGeco for the Data, which license agreement shall contain substantially the same terms and conditions as this License Agreement.

- vi. **GOVERNMENT AGENCIES.** Licensee may Disclose Data to government agencies only to the extent specifically required by law. Licensee agrees to inform WesternGeco, in writing, as soon as practical after receipt of notification of any request or demand for Disclosure by a government agency, and to attempt to obtain proprietary treatment of the Data by any government agency to which Disclosure is made.

- B. Licensee shall advise all Third Parties to whom Data is Disclosed pursuant to this License Agreement, in writing, of all restrictions pertaining to the confidentiality and use of Data. Acknowledgement of such notices shall be provided to WesternGeco upon request.

- C. Licensee may make copies of Data for the sole purpose of using such copies pursuant to the rights granted herein; provided that all copies shall bear the Notice below, which Notice shall not be removed, obliterated, concealed or otherwise obscured by Licensee or any other person.

"NOTICE"

THIS DATA IS OWNED BY AND IS A TRADE SECRET OF WESTERNGECO AND IS PROTECTED BY U.S. AND INTERNATIONAL COPYRIGHTS. THE USE OF THIS DATA IS RESTRICTED TO COMPANIES HOLDING A VALID USE LICENSE FROM WESTERNGECO AND IS SUBJECT TO THE CONFIDENTIALITY TERMS OF THAT LICENSE. THE DATA MAY NOT BE DISCLOSED OR TRANSFERRED EXCEPT AS EXPRESSLY AUTHORIZED IN THE LICENSE. ANY UNAUTHORIZED DISCLOSURE, USE, REPRODUCTION, REPROCESSING OR TRANSFER OF THIS DATA IS STRICTLY PROHIBITED.

- D. Licensee shall not have access to WesternGeco's original magnetic media (original field tapes). However, within ten (10) years from acquisition of the Data. Licensee may obtain a copy of the underlying magnetic media for the Data originally licensed under any given Supplemental Agreement at the normal pricing in effect at the time the copy is ordered. Licensee's use of the media so obtained and the information contained on or derived from the media shall be restricted to the same rights granted herein for the Data covered by this License Agreement. Licensee agrees and understands that original media may erode, get damaged, and/or contain Data not relevant to the licensed area, and in such situations WesternGeco may be unable to provide Licensee the portions of the original media thereby affected.

5. **DERIVATIVE PRODUCTS**

- A. In the event that Licensee elects to reprocess or interpret the Data using techniques suitable to Licensee, or engages Licensee's Consultants to perform such reprocessing or interpretation, the products derived from such efforts shall be owned by Licensee, but shall be subject to all terms of confidentiality and restrictions upon use, Disclosure and Transfer as is provided herein for the original Data (provided that the requirements of Section Two, Article 4 shall not apply to the Disclosure or Transfer of interpretations within specific, limited geographic areas as required to promote oil and gas exploration and/or development activities of Licensee). All products derived from any such reprocessing or interpretation of the Data shall have added to it or on its container the Notice set forth in Section Two, Article 4.C above.
- B. All products derived from reprocessing or interpretation of the Data that are prepared by WesternGeco shall be the sole property of WesternGeco, and shall be subject to the payment of additional license fees pursuant to a new Supplemental Agreement if ordered by Licensee.

6. **OBLIGATIONS & REPRESENTATIONS OF WESTERNGECO**

- A. Data delivered to Licensee hereunder are, to the best of the knowledge, information and belief of WesternGeco, accurately prepared in accordance with accepted practices of the geophysical profession, but **LICENSEE ACKNOWLEDGES IT IS ACCEPTING THE DATA "AS IS" AND WESTERNGECO MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR DESCRIPTION, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT THERETO AND SUCH DATA IS DELIVERED HEREUNDER WITH THE EXPLICIT UNDERSTANDING AND AGREEMENT THAT ANY ACTION LICENSEE MAY TAKE BASED ON THE DATA RECEIVED SHALL BE AT ITS OWN RISK AND RESPONSIBILITY AND LICENSEE AND ITS RELATED ENTITIES SHALL HAVE NO CLAIMS AGAINST WESTERNGECO AS A CONSEQUENCE THEREOF.**
- B. WesternGeco agrees to defend at its sole expense any legal proceedings brought against it or Licensee claiming infringement of a patent by WesternGeco in performance of its obligations hereunder, provided Licensee notifies WesternGeco promptly in writing of any such claim against it and gives WesternGeco authority, information and assistance, at the reasonable expense of WesternGeco, in defense of such proceeding. Licensee may be represented by its counsel (at Licensee's sole expense), and may participate in any proceeding to which it and WesternGeco are defendants, provided, WesternGeco shall control the defense thereof.
- C. WesternGeco makes no representation or guarantee that leases or concessions for areas covered by the Data will be granted to Licensee or that other exploration activity will be authorized for the area covered by the Data by any government entity or other Third Party and any representation to that effect, implied or otherwise, is hereby expressly negated.
- D. Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other or its Related Entities for punitive, indirect, incidental or consequential damages resulting from or arising out of this License Agreement or the use of the Data, including, without limitation, loss of profit or business interruption, however same may be caused. Licensee's sole and exclusive remedy for any claim arising under this License Agreement shall be limited to an amount equal to the

license fees paid to WesternGeco under the applicable Supplemental Agreement for the Data from which the specific claim arose.

7. TERMINATION

- A. This License Agreement, and the licenses granted hereunder, shall terminate as follows:
- i. In the event Licensee materially breaches any condition or provision of this License Agreement relating to confidentiality or restrictions on the use, Disclosure or Transfer of the Data, this License Agreement shall automatically terminate; or
 - ii. In the event a Related Entity, Licensee's Consultants or Allowed Viewing Parties materially breach any provision of this License Agreement relating to confidentiality or restrictions on the use, Disclosure or Transfer of the Data, this License Agreement shall automatically terminate; or
 - iii. In the event Licensee should materially breach any other provision of this License Agreement, including failure to make any payment as called for herein, and subsequently fail to remedy such breach within thirty (30) days following notice of such breach from WesternGeco, this License Agreement may be terminated at any time by WesternGeco; or
- B. Upon termination or expiration of this License Agreement, Licensee shall return all Data and information derived from the Data covered under this License Agreement to WesternGeco within five (5) business days. Licensee shall retain no copies thereof and shall certify in a manner satisfactory to WesternGeco that all copies of Data have been purged from Licensee's files.

8. ASSIGNMENT

- A. Licensee may not assign, sublet or Transfer its rights or obligations hereunder, except as expressly authorized by this License Agreement, without the prior written consent of WesternGeco. WesternGeco may assign, sublet or Transfer its rights or obligations hereunder upon notice to Licensee.
- B. Any event causing the Control or majority Ownership of Licensee to materially change, whether by virtue of acquisition, statutory merger, consolidation, buyout, or other transaction, shall be deemed an assignment hereunder unless the Data is already under license to the successor. This License Agreement and the rights hereunder shall automatically terminate in such an event unless WesternGeco has given prior written consent to assign or Transfer this License Agreement and the Data licensed hereunder to the successor in Ownership or Control pursuant to Section Two, Article 4 above.

9. WAIVER

- A. The rights herein given to either party hereto may be exercised from time to time, singularly or in combination, and the waiver of one or more of such rights shall not be deemed to be a waiver of such right in the future or of any one or more of the other rights which the exercising party may have.
- B. No waiver of any breach of a term, provision or condition of this License Agreement by one party shall be deemed to have been made by the other party hereto, unless such waiver is expressed in writing and signed by an authorized representative of such party. The failure of either party to insist upon the strict performance of any term, provision or condition of this License Agreement shall not

be construed as a waiver or relinquishment in the future of the same or any other term, provision or condition.

10. GOVERNING LAW AND ARBITRATION

- A. This License Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts of law and choice of laws principles.
- B. If the parties are unable to resolve any dispute, controversy, or claim arising out of this License Agreement through direct negotiation, the dispute shall be referred to and finally resolved by binding arbitration, as the sole and exclusive remedy of the parties.
- i. The arbitration shall be heard and determined by one arbitrator, who shall be jointly appointed by the parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be appointed by the rules of the governing arbitration authority.
 - ii. The arbitration shall take place in Houston, Texas. All disputes shall be determined in accordance with the substantive laws governing this License Agreement. Arbitration proceedings shall be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules, in the English language, and shall be concluded as soon as reasonably practicable.
 - iii. Any award shall be made and shall be payable in U.S. dollars free of any tax or any other deduction. Any award shall include interest from the date of any breach or other violation of this License Agreement. The arbitrator shall fix an appropriate rate of interest from the date of the breach or other violation to the date when the award is paid in full, which in no event shall be lower than the LIBOR rate on the date of the arbitrator's decision, nor higher than twenty one percent (21%). No award shall be made for punitive, special, exemplary, or consequential damages, including loss of profits or loss of business opportunity.
 - iv. Judgment upon any arbitration award may be entered by any proper court with jurisdiction over the parties.

11. NOTICES

Any notice to be given hereunder shall be in writing, in English, and shall be properly given if delivered by hand or sent by registered post or by facsimile (with receipt-confirmation) to WesternGeco, attn: General Manager, Multiclient Library, or to Licensee, attn: [Signatory to this Agreement], at the addresses set out in this License Agreement or at such other address as may from time to time be notified. A notice shall be deemed to be received at the time of delivery if by hand, on completion of the transmission if by facsimile, or upon actual receipt if by post, provided that if any such time is outside normal working hours of the place where such notice is received, it shall not be deemed received until the next working day.

12. FORCE MAJEURE

Neither party hereto shall be liable for failure to perform its obligations under this License Agreement insofar as such performance is hindered or prevented by Force Majeure. In case either party hereto shall be unable wholly or in part, because of such Force Majeure, to carry out its obligations under this License Agreement, it shall promptly give written notice to the other party of the suspension of performance of such obligations, giving full particulars of such Force Majeure. Under no event shall the non-payment of monies properly invoiced be subject to a Force Majeure event.

13. SAVING CLAUSE

In the event any part of this License Agreement is inconsistent with or contrary to any applicable law, the same shall be deemed to be modified to the extent required to comply with said law (it being the intention of the parties to enforce to the fullest extent all terms of this License Agreement) and as so modified those terms and conditions and these original terms and conditions shall continue in full force and effect.

14. TAXES

In the event any sales, gross receipts, value added, use, profits, or similar tax is levied or assessed against WesternGeco as a consequence of the licensing of Data by WesternGeco to Licensee hereunder, such taxes shall be for the sole account of Licensee and be paid by Licensee. Should WesternGeco have to pay such taxes, Licensee shall promptly reimburse WesternGeco in full for any taxes so paid by WesternGeco upon receipt of an invoice, together with a copy of the tax assessment.

15. MISCELLANEOUS PROVISIONS

- A. Captions and headings are for convenience of identification only and do not form part of this License Agreement.
- B. Except as expressly provided for in this Agreement, nothing in this License Agreement shall be construed to create a right or claim against any party by any person or entity not a party to this License Agreement, or to confer on any person or entity third-party beneficiary status under this License Agreement, and the parties expressly disavow any intention to create any such third-party beneficiary status.

[END OF DOCUMENT]

**MASTER LICENSE AGREEMENT
FOR MULTICLIENT SEISMIC DATA**

"EXHIBIT A"

*10001 Richmond Avenue
P.O. Box 2469
Houston, Texas 77252-2469
Tel: 713 789-9600
Fax: 713 789-0172*

Date

Company Name
Address
Address
City, State Zip Code

Attn: _____

Re: Supplement # _____

Dear _____:

This letter is to serve as a Supplemental Agreement in accordance with the Master License Agreement for Multiclient Seismic Data dated _____, _____ (License Agreement) between _____ (Licensee) and _____ (WesternGeco).

The parties agree to abide by the terms and conditions of the License Agreement as well as this Supplemental Agreement.

1. Commitment to License: WesternGeco grants Licensee a non-exclusive license pursuant to the terms of the License Agreement to the Data delineated in the map attached hereto and as follows:

Survey: _____
Units: _____ SQUARE KILOMETERS
Cost per Unit: _____ U. S. DOLLARS
Total License Fee: _____ U. S. DOLLARS

2. Payment Terms:

- A. WesternGeco shall invoice Licensee, and Licensee agrees to pay the license fee within 30 days of receipt of invoice, or as otherwise agreed in writing.
- B. Payments shall be remitted to WesternGeco as specified on the invoice.
- C. Licensee shall pay (or reimburse WesternGeco if it is called upon to pay), in addition to all other sums specified herein, all applicable sales, use or similar taxes imposed by any authority which is based on the licensing of the Data.

3. Deliverables:

- A. WesternGeco shall deliver one (1) SEG Y tape of the final migration Data licensed hereunder to Licensee for the consideration described herein plus tape reproduction costs.
- B. Licensee may obtain copies of the underlying magnetic media relating the licensed Data hereunder, pursuant to the terms of the License Agreement, at WesternGeco's then-current rates for sorting, reproduction and shipping.

To confirm our mutual understanding, we kindly request you to sign both copies of this Supplemental Agreement and return one, which will form part of the original License Agreement, to the address above.

WESTERNGECO

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

No signature required – See note below



**ADDENDUM TO
MASTER LICENSE AGREEMENT
FOR MULTICLIENT SEISMIC DATA**

THIS ADDENDUM dated this 30th day of May 2003 is incorporated into the **MASTER LICENSE AGREEMENT FOR MULTICLIENT SEISMIC DATA** between the parties named below (the "License Agreement"):

WesternGeco L.L.C. with offices at 10001 Richmond Avenue, Houston, Texas 77042, acting on its behalf and on behalf of its Related Entities ("WesternGeco"); and,

Century Exploration Company with offices at 3838 North Causeway Boulevard, Suite 2800, Metairie, LA 70002, acting on its behalf and on behalf of its Related Entities ("Licensee").

THE PARTIES HEREBY AGREE that the License Agreement is modified, as of its effective date, the 15th of April 2003 as follows:

Note - The changes below were made directly into the original of the Master License Agreement between WesternGeco L.L.C. and Century Exploration Company. This addendum does not require a signature and is only to advise what changes were made.

Section One, Article 4, Prior Agreements – has been changed, it now reads:

4. PRIOR AGREEMENTS

As of the effective date, this License Agreement replaces and supersedes all prior License Agreements between Licensee and Geco-Prakla, a division of Schlumberger Technology Corporation, (and its Related Entities) and all prior Data Use Licenses between Licensee and Western Geophysical, a division of Western Atlas International Inc., (and its Related Entities) for any and all Data currently under license by Licensee as of the effective date of this License Agreement. All such prior agreements are hereby merged into this License Agreement and all such Data is hereby licensed under this License Agreement. After the effective date, to the extent this License Agreement may conflict with any such prior agreements, this License Agreement shall control. This License Agreement constitutes the entire agreement between WesternGeco and Licensee with respect to the subject matter hereof.

Section Two, Article 4.ii, Licensee's Consultants – has been changed, it now reads:

- ii. ***LICENSEE'S CONSULTANTS.*** Licensee may engage and make Data available to Licensee's Consultants to interpret or reprocess the Data for the sole benefit of Licensee, provided that for each such engagement, Licensee's Consultants agree, in writing, *either generally or specifically*, prior to the engagement (a copy of such agreement shall be provided to WesternGeco upon request), that:

Section Two, Article 4.iii.(d) – has been changed, it now reads:

- (d) Disclosure shall be made to such Allowed Viewing Parties individually in a *Licensee supervised 'Data Room'*, for a limited period of time in a secure environment whereby said Allowed Viewing Parties are unable to make an independent interpretation of the Data, transcribe, summarize, photocopy, or reproduce the Data, or take any portion, copy, transcription or summary of the Data away from Licensee's secure 'Data Room' or otherwise gain knowledge of the Data comparable to having a copy of the Data.

Section Two, Article 4.iv.(d) – has been changed, it now reads:

- (d) WesternGeco's consent to the Transfer may be conditioned upon payment to WesternGeco of an additional license fee prior to closure of the Third Party Acquisition. Such additional license fee shall not exceed *thirty percent (30%)* of the then-current list price for the Transferred Data.

Section Two, Article 6.D. – has been changed, it now reads:

- D. Notwithstanding anything to the contrary contained herein, *neither party shall be liable to the other* or its Related Entities for punitive, indirect, incidental or consequential damages resulting from or arising out of this License Agreement or the use of the Data, including, without limitation, loss of profit or business interruption, however same may be caused. Licensee's sole and exclusive remedy for any claim arising under this License Agreement shall be limited to an amount equal to the license fees paid to WesternGeco under the applicable Supplemental Agreement for the Data from which the specific claim arose.

Section Two, Article 7.A.i. & 7.A.ii. – the word "materially" has been added to each. They now read:

- i. In the event Licensee *materially* breaches any condition or provision of this License Agreement relating to confidentiality or restrictions on the use, Disclosure or Transfer of the Data, this License Agreement shall automatically terminate; or
- ii. In the event a Related Entity, Licensee's Consultants or Allowed Viewing Parties *materially* breach any provision of this License Agreement relating to confidentiality or restrictions on the use, Disclosure or Transfer of the Data, this License Agreement shall automatically terminate; or

Section Two, Article 7.A.iv. – has been deleted in its entirety.

Section Two, Article 7.C. – has been deleted in its entirety.

Section Two, Article 8.B. – has been changed, it now reads:

- B. Any event causing the *Control or majority Ownership* of Licensee to materially change, whether by virtue of acquisition, statutory merger, consolidation, buyout, or other transaction, shall be deemed an assignment hereunder *unless the Data is already under license to the successor*. This License Agreement and the rights hereunder shall automatically terminate in such an event unless WesternGeco has given prior written consent to assign or Transfer this License Agreement and the Data licensed hereunder to the successor in Ownership or Control pursuant to Section Two, Article 4 above.

IN WITNESS WHEREOF, this Addendum is duly executed as a formal addendum to the License Agreement.

No signature required – changes made directly into MLA dated 4/15/03

WesternGeco L.L.C.

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____