



## TERMS OF SALE FOR DATA DELIVERY FROM GEUS' OIL AND GAS RELATED DATA

The following terms of sale and delivery cover GEUS' oil reservoir data, including logs, seismic data, reports, core photos and extracts from digital petroleum databases.

The terms come into force when referred to in an agreement, order confirmation or order form, provided the terms have been forwarded to the Customer.

The terms of sale and delivery may be deviated from upon agreement, if this is clearly stipulated in the written agreement or in the order confirmation between GEUS and the Customer.

### 1. Data-delivery

A Data-delivery consists of data from GEUS' databases, processed or worked up by GEUS through systematization, quality control, interpretation, digitalisation, and/or other data processing. A Data-delivery may consist of data reported to GEUS or produced/gathered by GEUS. The form of delivery can be on paper, polyester film, tape, CD-Rom, DVD, external disc or by electronic transfer.

The actual Data-delivery is described in the particular agreement, order confirmation or order form, including potential information on exactness, use etc. as well as form and medium of the Data-delivery itself.

### 2. Price

The price of a Data-delivery is fixed according to GEUS' current price lists or based on GEUS' principles for determination of prices dependent on whether the contract covers standard products or specially developed products\*.

All prices are exclusive VAT. All prices are in Danish Kroner, unless other currency is mentioned explicitly.

### 3. Time and place of delivery

Unless otherwise agreed, Data-delivery takes place not later than 4 weeks after the date of the agreement between the parties.

Delivery is made at GEUS' risk to the Customer's address as stated in the agreement, the order confirmation or the order form. GEUS covers shipment expenses when Data-delivery is made by ordinary mail or electronically. Additional carrying charges are to be paid by the Customer and will be added to the invoice.

Packing is made at the expense of GEUS, unless it has been explicitly agreed that this is not included in the price.

### 4. Terms of payment

Payment is made according to the invoice. Payment conditions are cash 30 days net. Payment is due in Danish Kroner unless other currency has been agreed. Payment must be made according to the instructions on the invoice.

GEUS is entitled to claim interest from payment date according to the Danish Interest Law.

### 5. Rights

#### 5.1 Proprietary Rights and Copyrights

GEUS transfers the proprietary right only to the actual copy of the Data-delivery to the Customer. GEUS does not transfer any other rights, neither rights to the original data on which the Data-delivery is based, nor rights to the

database of which the Data-delivery is an extract.

GEUS warrants the Customer that GEUS is entitled to dispose of the Data-delivery according to the agreement between the parties, and that GEUS does not violate any third party rights to the Data-delivery or part hereof.

The rights of the parties according to these terms include the Data-delivery in any shape, including the digital format.

#### 5.2 Customer's Rights

The Customer has a non-exclusive right to use the Data-delivery for internal purposes only, including the right to process the data, the right to data extraction from the Data, and the right to make one safety copy of the Data for own use only.

**The Customer has the right to produce and transfer products in which the Data-delivery material is included in a processed form unless otherwise explicitly agreed.**

The Customer's rights concerning Data-delivery may be utilized by individuals employed with the Customer and with Subsidiary Companies of it with at least a 50% ownership. The Customer is furthermore entitled to make the Data-delivery available to contractors, consultants and the like in connection with performance of work for the Customer. In this event, the Data-delivery may only be made available to the extent dictated by the specific purpose.

If the Customer is a contractor, consultant or the like, who purchases the Data for the purpose of performing work for a client, "for

internal purposes” may be extended to cover “for the client’s internal purposes”, under the condition that data is handed over to one client only.

### 5.3 Redistribution

**The Customer is not entitled to copy, publish, resell, lend or rent samples of the Data-delivery or part hereof or otherwise redistribute the Data-delivery in any other way than described in article 5.2 unless GEUS provides prior written consent.** This includes redistribution to collaboration partners in exploration or production partnerships or transfer of data from one company to another if changes occur in exploration or production partnerships.

If separate agreement is reached regarding resale of copies of the Data-delivery or other redistribution, GEUS is at any time entitled to license of each delivery according to further agreement between the parties.

If the Data-delivery is redistributed or otherwise made available to third parties in accordance with article 5.2 above or in accordance with a specific written agreement, the Customer is obliged to inform the third party of and impose on him the obligation to respect GEUS’ rights according to the present terms of sale and delivery.

### 5.4 Source Reference etc.

The Customer is obliged to duly acknowledge GEUS (and any other rightful co-owner) as data source in accordance with the Danish law on copyrights and common practice.

### 6. Liability and Force Majeure

GEUS warrants that Data is in accordance with GEUS’ databases at the time of delivery and that the Data-delivery is in accordance with the description of the Data-delivery in the agreement of the parties, the order confirmation or the order form.

Any complaint must be received by GEUS no later than 2 months after receipt of the Data-delivery by the Customer. GEUS has a right to redeliver.

Data produced by GEUS has been collected and interpreted according to scientific practice at the time of the data collection. However, GEUS disclaims any responsibility for the quality of the Data, its reliability and exactness as well as the applicability of the Data to the Customer’s purpose. Therefore, GEUS does not assume any liability in respect of the consequences of the Customer’s use of the Data, whether the consequences are due to defects or shortcomings in GEUS’ database, or due to the Customer’s use, handling or interpretation of the Data. The same applies to Data reported to GEUS by third party. These conditions apply notwithstanding the information regarding exactness, use etc. of the data in the agreement between the parties, the order confirmation or the order form.

The Data-delivery is formatted according to current standards. GEUS does not guarantee that these formats fit the installations of the Customer.

GEUS is not responsible towards the Customer for conditions due to circumstances beyond GEUS’ control and which GEUS, upon entering the agreement, should not have taken into consideration nor have avoided or overcome, including interruption of work, strikes and lockout at GEUS etc.

GEUS is not liable for business loss, loss of profits, loss of earnings or other indirect losses. GEUS’ liability for errors and shortcomings is in any case limited to DKK 10,000.

If the Customer discovers mistakes in the Data-delivery, the

Customer is requested to report this to GEUS.

### 7. Disputes

In case of disputes between the parties in connection with the agreement, each party is obliged to solve these disputes amicably. Disputes, which are not solved amicably, must be referred to Københavns byret (Copenhagen City Court). Danish law is applicable.

### 8. Special conditions for data acquired electronically (e-Shop)

These terms also cover data acquired from GEUS’ e-Shop, <http://frisbee.geus.dk>.

The hereby performed electronic completion of the online forms by which the selection of the acquired data-delivery is conducted, is to be considered an integral part of the agreement between the parties to the extent GEUS confirms that the transaction has been completed. It should be noted that the Customer by acquiring data via GEUS’ e-Shop refrain from the right to withdraw the purchase, from the time GEUS confirms the agreement.

The information provided for the purpose of the purchase through GEUS’ e-Shop is logged and stored for documentation of the agreement between the parties and for the purpose of conducting the payment and accounting in accordance with any existing rules and regulations.

The Customer consents to the collection and storage of information by accepting these terms on the screen, and consents furthermore to the storing of an electronic copy at GEUS. The Customer agrees at the same time that the purchase is for corporate purposes and accepts that there is no right of cancellation, and that he or she is authorised to act on behalf of the Customer.