

SEAM MEMBERSHIP AGREEMENT
SEG Advanced Modeling Consortium
Pressure Prediction and Hazard Avoidance through Improved Seismic Imaging Project

This Membership Agreement ("Membership Agreement"), effective _____, _____, is between _____, a _____ corporation, having a place of business at _____ (hereinafter "Party"), and the SEG Advanced Modeling Corporation, an Oklahoma corporation (hereinafter "SEAM"), having a place of business at 8801 South Yale, Tulsa, OK 74137-2740, (whose mailing address is P.O. Box 702740, Tulsa, OK 74170-2740).

DECLARATION OF STATUS

Party desires to execute a SEAM Membership Agreement and elects to participate as a Participant in the SEAM "Pressure Prediction and Hazard Avoidance through Improved Seismic Imaging" Project (hereinafter "SEAM Project") and the activities as more particularly described in Article 2 below, with SEAM and with other signatories to a SEAM Membership Agreement (referred to as "other Parties"), and shall have all the rights, privileges and liabilities afforded this type of participation as defined herein. In consideration of its participation in SEAM Project with SEAM and other Parties, the undersigned Party hereby agrees to the following terms and conditions:

Recitals

- A. The SEAM Program is a joint industry geophysical technology research activity, facilitated by the Society of Exploration Geophysicists through its subsidiary, SEAM, focused on advancing the understanding of subsurface seismology through modeling to meet its members' needs and industry interests and to advance the science of applied geophysics for the public benefit.
- B. The overall intent of the SEAM Program is to advance the science and technology of applied geophysics. Accordingly, all earth models and synthetic data sets will be placed in the public domain after a Period of Confidentiality as described in Article 7. Universities and research institutes and other third parties may be able to acquire data from Participants for non-commercial purposes, including research and teaching.
- C. The primary goals of the SEAM Program are to:
 - 1. Advance the geophysical industry by providing a forum to discuss geophysical problems of interest;
 - 2. Design and generate synthetic model 3D and 2D geophysical data that represent challenges to the geophysical industry;
 - 3. Advance the art of modeling and computation by testing and comparing modeling code for accuracy and efficiency;
 - 4. Provide data sets for industry benchmarks and educational purposes;
 - 5. Advance the science and technology of applied geophysics and seismology;
 - 6. Disseminate scientific data to the geophysical industry and community; and
 - 7. Engage in any lawful act or activity incidental to the foregoing purposes.

- D. The SEAM Program comprises many projects, each of which has separate agreements and commitment arrangements. Participation in the SEAM Project is open to any and all interested parties that execute a SEAM Membership Agreement.

Article 1 – Definitions

"Affiliate" shall mean a company or corporation or other entity which directly or indirectly controls or is controlled by a Party, including the ultimate parent company, corporation or other entity of such Party, and any company, corporation or other entity directly or indirectly controlled by such ultimate parent company, corporation or other entity. In this definition, the words "controls" and "controlled" may be evidenced by the ability to exercise fifty percent (50%) or more of the voting power of a company, corporation or entity and a reference to the voting power of a company, corporation or entity is a reference to the maximum number of votes that might be cast at a general meeting thereof, and the ability to exercise control regarding the management or operations of a legal entity in which a government owns greater than fifty percent (50%) of the entity.

"Confidential Information" shall have the meaning set forth in Article 7.

"CTR(s)" shall mean Cost/Time/Resource document(s) used to commit budget funding and to schedule time lines for specific tasks or projects.

"Digital Data" shall mean a collection of recorded information in a form capable of , and for the purpose of, being stored in, processed, and operated on by a computer; and shall include but not be limited to earth models, simulated seismic datasets, and derivative datasets resulting from processing of the simulated datasets.

"Donated Information" shall mean any proprietary knowledge, data or information contributed to the SEAM Project by a Party. Any such donations of knowledge, data or information shall be formally documented in a separate, written agreement mutually agreed to by SEAM and the donating party.

"Majority" shall mean more than half of the Participants.

"Management Committee" as more fully described in Section 3.1 shall be composed of one representative, referred to as a Senior Advisor, from each Participant, and one representative from SEAM.

"Participant" shall mean a company, individual, or legal entity which has declared itself a Participant in the section entitled "Declaration of Status" of this Membership Agreement and has executed the Membership Agreement.

"Party" or "Parties" shall mean SEAM and all legal entities which have executed a SEAM Membership Agreement with SEAM, depending upon the context in which it is used.

"Period of Confidentiality" shall have the meaning set forth in Section 7.3 of Article 7.

"Program Director" shall mean SEAM.

"Project Management Plan" shall outline how the project will be monitored, reported and managed. It shall include a project schedule with tasks and milestones identified which can be monitored to access progress towards producing the SEAM Project Deliverables.

“Project Manager” shall mean the individual, employed or contracted by the Program Director, responsible for carrying out all of SEAM’s technical project management responsibilities.

"RPSEA Funding" shall mean the government funding referred to in Section 2.5 of Article 2.

“SEAM” shall mean SEG Advanced Modeling Corporation.

“SEAM Project” shall have the meaning attributed to it in Article 2 and the paragraph entitled "Declaration of Status" on page 1 hereof.

"SEAM Project Deliverables" shall mean all project results provided to Participants including but not limited to Digital Data, final reports, PowerPoint files, and interim analyses and technical assessments of the models, vendor comparisons, simulations and processing trials.

"SEAM Membership Agreement" shall mean an agreement between SEAM and a Party, having identical provisions in respect to Intellectual Property Ownership and Exploitation, Confidential Information, and Warranty and Liability provisions and substantially the same terms and conditions for all other provisions, as in this Membership Agreement.

“SEAM Program” shall have the meaning attributed to it in the Recitals of this Membership Agreement.

“Technical Committees” shall be established by the Management Committee to form working groups to accomplish specific tasks as more fully described in Article 3.2.

"Total Fee" shall have the meaning set forth in Section 5.1 of Article 5.

Article 2 - The SEAM Project

- 2.1 The technical focus of the SEAM Project will be “Pressure Prediction and Hazard Avoidance through Improved Seismic Imaging”. The SEAM Project will evaluate and advance current methodologies for pre-drill pressure and hazard prediction. The research consortium will provide a collaborative forum where industry experts prioritize current challenges in the use of seismic velocity (and other seismic attributes) to construct pre-drill pore pressure and shallow hazards forecasts for well planning. These challenges will be used to design a comprehensive earth model and to “acquire”, through advanced computer simulation, benchmark data sets to be used by industry for quantifying risk and uncertainty associated with velocity models derived from current and future state-of-the-art in seismic acquisition, processing and imaging. A methodology will be developed for assessing risk and uncertainty in pressure prediction from seismic. Though the focus will be Gulf of Mexico Deepwater, the resultant advances in pressure prediction and shallow hazards technology and methodology will be more broadly relevant.
- 2.2 The SEAM Project will be composed of tasks and deliverables as selected by a Majority vote of the Management Committee. SEAM will facilitate the SEAM Project by administering the decisions of the Management Committee and ascertaining that such decisions are consistent with the purposes of SEG and the primary goals of the SEAM Program. SEAM will designate a SEAM Project Manager. CTRs will be developed to provide a definition of each approved activity and the commitment of funding for the tasks and activities. During the performance of the SEAM Project,

the Participants will provide input into the SEAM Project, including monitoring the progress of the technical work, attending meetings with SEAM, Participants, contractors and consultants, and providing comments and recommendations as to the technical aspects of the SEAM Project. The Participants, through a Majority vote, shall make all technical decisions regarding the performance of the work.

- 2.3 The effective period for this Membership Agreement and for the SEAM Project Period will begin upon the execution of the Membership Agreement by ten (10) Participants, but not later than September 30, 2014 and will terminate on September 30, 2017, unless extended as provided in Article 11.
- 2.4 Participant acknowledges that the SEAM Project may not begin without the execution of a Membership Agreement by a minimum of ten (10) Participants by the commencement date of September 30, 2014.
- 2.5 Participant acknowledges that external, federal funding from the Research Partnership to Secure Energy for America (RPSEA) (Project #12121-6002-02 under primary US Dept of Energy contract) will co-fund the SEAM Project for the first two years of the project. As such, the project will be subject to performance requirements in the RPSEA contract and to the applicable federal contract requirements including the requirement to make the resulting data publicly available within a reasonable time period after delivery to the Participants and/or the termination of the RPSEA funding.

Article 3 - Management

3.0 MANAGEMENT

Project management and technical input will be provided through a Management Committee and Technical Committees. Daily oversight and decision making will be the responsibility of the Program Director.

3.1 Management Committee

- (a) The Management Committee shall provide vision, leadership, consensus, approval and strategy for the performance and execution of the SEAM Project. It will perform its function by giving general guidance to the SEAM Project Manager and Technical Committees. Management Committee members will work with the SEAM Project Manager to select and establish the priority of work activities. Participants and SEAM will each nominate one representative to the Management Committee.
- (b) The Management Committee will establish the Project Management Plan, approve CTRs to commit funding, provide progress oversight, address variances, and make decisions necessary for the Project Management Plan to proceed.
- (c) Management Committee decisions will be decided by Majority vote, with each member of the Management Committee having one vote. Votes may be cast in person, by mail, by fax, or by email. In the event of a tie vote that cannot be resolved by consensus, SEAM will cast the deciding vote. SEAM will also have the responsibility to insure that all Management Committee decisions are consistent with the purposes of SEG and the primary goals of the SEAM Project.

3.2 Technical Committees

The following Technical Committees will be established by the Management Committee:

- (a) The Model Design Committee will be responsible for the identification of technical issues to be incorporated into realizable models. The committee will describe the features and intent of model design, incorporate geological and geophysical principles, specify parameters, define anticipated products, and deliver numerical representations for model execution.
- (b) The Numerical Design Committee will be responsible for the selection and integrity of the numerical modeling code used in simulations. The committee will identify available model codes, will test and benchmark these codes for their appropriateness to the model intent and execution, and will establish time benchmarks and run-time estimates for project models.
- (c) The Acquisition and Processing Committee will be responsible for the selection of data acquisition parameters including shot and receiver geometries, oversight of processing tests during the analysis phase, and the specification of “classic” data sets. These “classic” data sets will be subsets of the full data volume intended for use as research benchmarks by industry and universities.
- (d) The Methodology Committee will be responsible for developing a Technology Status Assessment at project commencement, for evaluating existing technologies and methodologies, for prioritizing technologies to evaluate in the analysis phase, and for developing a draft methodology for assessing risk and uncertainty in pressure prediction from seismic. The Management Committee may elect to combine the Methodology and the Acquisition and Processing Committees.

Each Participant and SEAM may nominate representatives to the Technical Committees. Technical Committee Co-chairmen shall be appointed by the Management Committee and shall be members of the Management Committee. However, Participants may have multiple representatives serving on the Technical Committees, and these representatives need not be members of the Management Committee. Technical Committees shall develop plans and oversee execution of the work outlined in an approved and funded CTR. The assessment of CTR progress, in sufficient detail to provide the Management Committee with schedule tracking information, will be the responsibility of each Technical Committee chairman.

The Management Committee may establish other technical committees as necessary to effectively meet the goals of the SEAM Project and of the overall SEAM Program. The Management Committee may elect to combine the Methodology and the Acquisition and Processing Committees.

3.3 Program Director

- (a) General Responsibilities.

SEAM will serve as Program Director and will be responsible for:

- the initial preparation of the Project Management Plan for approval by the Management Committee;

- the management of the bid process in accordance with SEAM policy, and the execution of contracts with third parties who will carry out the work of the SEAM Project;
- the daily oversight of the work of the Technical Committees and contractors; and
- program administration, which may be conducted through employees of the SEG or through independent contractors.

SEAM will employ or contract a Project Manager. The Project Manager will be responsible for carrying out all of SEAM's technical project management responsibilities for the SEAM Project.

(b) Cost Control.

SEAM shall have overall responsibility for tracking and controlling the disbursement of program funds. A quarterly accounting will be made of the fees and the allocation of available funds to each CTR. This will be updated as necessary to account for additional fees from new Participants or revised disbursements due to added or revised CTRs.

SEAM shall carry out all cost tracking and control. The Program Director shall have final authority for resolving any and all cost control issues.

(c) Schedule Control.

SEAM shall have overall responsibility for program implementation according to approved CTRs. The Program Director shall have final authority for resolving any scheduling issues.

(d) Storage and Distribution.

SEAM shall be responsible for the distribution of SEAM Project Deliverables to Participants as soon as practicable after production of such deliverables. The Program Director shall also be responsible for distribution to others, but such shall not occur until expiration of periods of confidentiality as defined in Article 7.

(e) Website

SEAM shall be responsible for the administration of a website that informs the SEG membership, industry and the academic community of the purposes and progress of the SEAM Project, and that recognizes the contributions of the Participants and that will include a controlled access area for exclusive use of the Participants. The controlled access area of the website will include a document library for technical reports, and other reports, presentations, and documents helpful in promoting the progress of SEAM Project progress.

Article 4 - Work Program

4.1 A copy of the Project Management Plan shall be posted on the SEAM website for informational purposes. SEAM shall maintain and update the Project Management Plan as the SEAM Project work progresses in order to reflect the current scope and execution of the work program as agreed by a Majority of the Participants. During performance of the work, the Parties (through the respective Technical Committees) may provide input to the work, comment and assist in direction of the contracted work activities (within the limits of agreed CTR budget and work scope). Notwithstanding the foregoing, in the event a Technical Committee is unable to reach agreement

or there are other causes for delay or difficulties, SEAM reserves the right to direct all remaining work for that project to achieve a final conclusion in order to provide related SEAM Project Deliverables.

- 4.2 SEAM will contract for and administer all aspects of the work effort associated with the SEAM Project in accordance with the approved CTRs and the SEAM Project Management Plan. The Parties will have the rights, licenses, warranties and representations for the SEAM Project Deliverables as they are negotiated by SEAM under contracts and as are provided in Section 6.6.
- 4.3 Electronic copies of all completed SEAM Project Deliverables, as specified in the CTRs, will be delivered to all Parties. Delivery may be on industry standard electronic media, or when practical, by posting on the controlled access portion of a private website an ftp site or for downloading and use by all Parties.
- 4.4 The final report for the SEAM Project, in a medium to be determined, will be provided to all Parties.

Article 5 - Fees, Payment and Invoicing for Participants

- 5.1 In consideration of the rights granted herein, Participants agree to pay SEAM the following fees:
 - (a) Upon execution of this Membership Agreement by a minimum of ten (10) Participants, SEAM will submit an invoice to the Participant for the First Year Fee of Thirty Thousand U.S. Dollars (\$30,000 US), which shall be payable in a single payment in cash within forty-five (45) days of its receipt.
 - (b) On or before the first day of the thirteenth month of the Project Period, SEAM will submit an invoice to the Participant for the Second Year Fee of Thirty Thousand U.S. Dollars (\$30,000 US), which is payable in a single payment in cash within forty-five (45) days of its receipt.
 - (c) On or before the first day of the twenty-fifth month of the Project Period, SEAM will submit an invoice to the Participant for the Third Year Fee Thirty Thousand U.S. Dollars (\$30,000 US), which is payable in a single payment in cash within forty-five (45) days of its receipt.

The sum of the First, Second, and Third Year Fees, or Ninety Thousand U.S. Dollars (\$90,000), is the "Total Fee" and is full and complete consideration for all of the rights and benefits granted to Participants in this Membership Agreement. Invoices will be sent to the contact at the address provided in Article 10.

- 5.2 Participants acknowledge that it is the policy of SEAM that any interest, dividends, or any income earned on the investment of participants' fees will accrue to the SEAM Corporation, and will not be applied to the SEAM Project.
- 5.3 A Participant who elects to join later than 180 days after the beginning date of the Project Period will be considered a late Participant and shall pay a Late Entrance Fee, in addition to the Total Fee as stated in Section 5.1 above. The amount of the Late Entrance Fee for a SEAM Project Participant shall be in accordance to the table below. The Late Entrance Fee entitles a late Participant full access to all previous SEAM Project Deliverables. The Late Entrance Fee shall be available for funding SEAM Project activities subject to the same provisions as the Total Fee.

If Joining In:	Annual Fees Due	Late Entrance Fee Due	Total Due at Joining:
1 st – 6 th months	\$30,000	\$0	\$30,000
7 th – 12 th months	\$30,000	\$15,000	\$45,000
13 th – 18 th months	\$60,000	\$15,000	\$75,000
19 th – 24 months	\$60,000	\$30,000	\$90,000
25 th – 30 th months	\$90,000	\$30,000	\$120,000
31 st – 36 th months	\$90,000	\$45,000	\$135,000

- 5.4 SEAM shall issue an invoice for the Annual Fee and the Late Entrance Fee upon execution of a SEAM Membership Agreement by the late Participant in accordance with the amounts listed above. If the Participant joins during the first twelve months, the second and third year Annual Fees will be invoiced as outlined in section 5.1 above. If the Participant joins during the second twelve months, the third year Annual Fee will be invoiced as outlined in 5.1 above. All payments are due within forty-five (45) days of receipt of the invoice.
- 5.5 Any of the above referenced payments (first, second, and third year fees, and late entrance fee) not paid within ninety (90) days of the due date shall be considered past due and shall be assessed a late penalty fee of 1.5% interest per month on the unpaid amount until full payment is received.
- 5.6 Any of the above referenced payments (first, second, and third year fees, and late entrance fee) not paid within 120 days of the due date shall place the Participant in a probationary status in addition to the continuing penalty fee. During the probationary period, the Participant will not be accorded the rights and benefits granted under this Membership Agreement, and may not participate in any technical or management decision making, nor shall the Participant receive any deliverables.
- 5.7 Any of the above referenced payments (first year fee, second year fee, and late entrance fee) not paid within 180 days of the due date shall subject the Participant to suspension of its Membership in SEAM Project, including associated rights and privileges. Should a Participant be suspended due to non-payment, the Participant's name will be removed from any publication and promotional materials, and any deliverables previously received must be returned to SEAM within 30 days from notice of suspension. Any payments due or past due will remain due and payable to SEAM. Returned deliverables will be restored to the Participant upon receipt of payments due.
- 5.8 The Parties agree that each Participant shall be responsible for its own tax liability and shall not hold SEAM liable for any tax that may be incurred with respect to any transaction in connection with this Membership Agreement or the SEAM Project.
- 5.9 Participants recognize that SEAM anticipates expenditures (and therefore that SEAM will make contractual commitments with third parties) based on the Total Fee that each Participant has contractually agreed to pay. If, during the term of the SEAM Project, two or more Participants merge with each other, or a Participant is acquired by another Participant(s), or any combination of Participant companies results from merger, acquisition or otherwise, there shall be no refund, reduction or waiver of the Total Fee to any of the affected Participants.
- 5.10 SEAM shall receive fifteen percent (15%) of all Total Fees received for the SEAM Project, for its operational activities (including but not limited to personnel, legal, general operations, business development costs, and office space costs incurred by SEAM, directly or indirectly). SEAM may

use these funds for any operational activities consistent with the mission and overall goals of the SEAM Program, and will not be limited to use of the funds only in the SEAM Project.

- 5.11 SEAM will be reimbursed for all costs of the Project Manager (including but not limited to consulting fees, salary, benefits, travel and miscellaneous expenses) provided that the Project Manager costs shall not exceed ten percent (10%) of all Total Fees received for the SEAM Project.
- 5.12 Any funding unspent at the completion of the project will be retained by SEAM for uses consistent with the mission and overall goals of SEAM and its Affiliates.

Article 6 - Intellectual Property Ownership and Exploitation

- 6.1 Title and ownership to all SEAM Project Deliverables, excluding Donated Information, shall be held and may be copyrighted by SEAM.
- 6.2 Title and ownership to all copyrights and patents on all intellectual properties made under the SEAM Project shall be held by SEAM, unless otherwise addressed in contracts described in Section 4.2 hereof. Title and ownership to all copyrights and patents on any intellectual properties not made under the SEAM Project shall reside with the Party or Parties whose employees created the same.
- 6.3 Title and ownership to Donated Information unless specifically not retained by a Participant shall reside with the Participant contributing such Donated Information to the SEAM Project.
- 6.4 Donated Information for which a Participant has specifically not retained right of ownership shall become part of the SEAM Project Deliverables and shall be delivered in the same manner as all other SEAM Project Deliverables as specified in Section 4.3 hereof. The Donating Party grants to the other Parties and their Affiliates a perpetual, world-wide, royalty free, non-exclusive right and license to use, disclose and/or further develop Donated Information included in SEAM Project Deliverables including the right to extend the rights granted hereunder to others without accounting therefore to the other Parties. Should a Participant desire to provide Donated Information to the SEAM Project but restrict its distribution or confidentiality provisions to selected persons or entities, this activity shall be handled under a separate agreement covering the specific Donated Information. All Participants who sign such separate agreements shall receive Donated Information.
- 6.5 Nothing in this Membership Agreement shall in any way restrict or impair the right of any Party to conduct its own research, either independently or in conjunction with others, even though such research may parallel or overlap research conducted as part of the SEAM Project. Any Party conducting such research shall have no obligation with respect to such independent research or its results under this Membership Agreement.
- 6.6 SEAM grants to the Participants and their Affiliates a perpetual, world-wide, royalty free, non-exclusive right and license to use, disclose and/or further develop SEAM Project Deliverables.
- 6.7 During the Period of Confidentiality, SEAM also grants to the Participants and their Affiliates the right to extend the rights granted hereunder to others ONLY for proprietary uses of the Participant, subject however to any restriction or condition that may be imposed pursuant to any contract negotiated by SEAM as provided for in Section 4.2. Third party recipients will be restricted from

using the SEAM Deliverables for any commercial purposes or gain of their own. Third party recipients will sign a non-disclosure agreement with the disclosing Participant and such agreement will restrict “commercial third parties” from publishing, making presentations, and/or otherwise distributing the results of the ensuing work, unless the Management Committee expressly approves by a majority vote such publication or presentation. “Non-commercial third parties” will not be subject to this restriction on publishing and presenting. For purposes hereof “commercial third parties” shall mean for profit business organizations and “non-commercial third parties” shall mean not for profit organizations, including but not limited to universities, research institutes, and government laboratories.

- 6.8 Participants shall have the right to publish articles or make presentations based on SEAM Project Deliverables, and may extend this right to others as set forth in Section 6.6 above, subject also to the restriction that these publications or presentations shall not provide direct access to the SEAM Project Deliverables. Articles and presentations will clearly acknowledge the source of the underlying data as SEAM. During the Period of Confidentiality defined in Section 7.3, Participants shall provide to SEAM a copy of all proposed articles or presentations, thirty (30) days in advance of the submission of such proposed publication or presentation. SEAM shall have thirty (30) days after receipt to object because the same contains Confidential Information or patentable subject matter. This will allow all parties the protection of avoiding public disclosure prior to the protection afforded by a patent application. The Participant(s) shall remove any Confidential Information and will refrain from publication or presentation for a period not to exceed ninety (90) days to enable the inventing party (parties) to obtain protection of patentable subject matter contained in the proposed publication or presentation.

Article 7 - Confidential Information

- 7.1 "Confidential Information" shall be defined as Donated Information and SEAM Project Deliverables.
- 7.2 Confidential Information disclosed hereunder shall be clearly marked "Confidential" if disclosed in documentary or other tangible form, and identified in writing within thirty (30) days if disclosed orally. The Party or Parties receiving the Confidential Information shall hereinafter be referred to collectively as "Receiving Parties" or individually as "Receiving Party", and the Party disclosing the Confidential Information shall hereinafter be referred to as the "Disclosing Party". The Receiving Party shall safeguard the Confidential Information with at least the same degree of care as it uses for its own confidential information of like importance. Confidential Information shall be subject to the provisions in Sections 6.4, 6.5 6.6, and 6.7.
- 7.3 The Period of Confidentiality for the SEAM Project Deliverables and related Donated Information will begin on the effective date of this Membership Agreement as provided in Article 2.2 and end according to performance requirements in the RPSEA contract and to the applicable federal contract requirements, not to exceed a reasonable time period following the termination of the RPSEA funding (“Period of Confidentiality”). After this Period of Confidentiality, the SEAM Project Deliverables will be made available to the general public.
- 7.4 Participants and SEAM shall not make the SEAM Project Deliverables publicly available during the Period of Confidentiality unless approval is granted by Majority vote of the Management Committee.

- 7.5 After expiration of the Period of Confidentiality, the distribution of any Project Deliverables shall be managed exclusively by SEAM as the owner of the Deliverables. Any requests for Deliverables received by Participants, after the Period of Confidentiality, shall be directed to SEAM.
- 7.6 The Receiving Parties' obligations concerning use and disclosure of Confidential Information shall not apply to that which:
- a. is already rightfully in a Receiving Party's or its Affiliates' possession at the time of disclosure or independently developed by a Receiving Party or its Affiliate, as evidenced in either case by the written records of the Receiving Party or its Affiliate; or
 - b. later becomes part of the public domain through no fault of the Receiving Parties; or
 - c. is required by any judicial, governmental or other official order. The Receiving Party shall promptly notify the Disclosing Party prior to such disclosure specifying what Confidential Information is required to be disclosed, and to whom and assist the Disclosing Party in asserting whatever exclusions or exemptions may be available to it under such circumstances; or
 - d. is provided or disclosed by the Disclosing Party or its Affiliates to a third party without a similar restriction on the third party's rights; or
 - e. is released or approved for release by the Disclosing Party or its Affiliates without restriction; or
 - f. is derived from CTRs that are intended to be released as public documents, which intent is clearly stated on the CTR.
- 7.7 Upon the written request of the Disclosing Party, the Receiving Parties shall retrieve and return or destroy all material, including copies, containing Confidential Information given to the Receiving Parties pursuant to Section 7.2, except for one record copy.

Article 8 - Warranty and Liability

- 8.1 EXCEPT AS OTHERWISE PROVIDED HEREUNDER, SEAM AND EACH OF THE PARTIES AND EACH OF THEIR AFFILIATES, IF ANY, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH SEAM PROJECT DELIVERABLES AND DONATED INFORMATION THAT THEY PROVIDE HEREUNDER AND ACTIVITIES UNDER THE SEAM MEMBERSHIP AGREEMENT INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, NONE OF THE PARTIES OR ANY OF THEIR AFFILIATES ASSUMES ANY RESPONSIBILITY OR OBLIGATION WHATSOEVER, OR CONFERS ANY RIGHT BY IMPLICATION, ESTOPPEL OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH IN THIS MEMBERSHIP AGREEMENT.**

8.2 EACH PARTY ("INDEMNIFYING PARTY") AGREES TO RELEASE AND WILL FULLY PROTECT, INDEMNIFY AND DEFEND SEAM AND EACH OTHER PARTY AND ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES ("INDEMNIFIED PARTY") AND HOLD EACH OF THEM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING ATTORNEYS FEES AND COURT COSTS) RELATING TO, ARISING OUT OF, OR CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE INDEMNIFYING PARTY'S ACTIVITIES RELATING TO THE SEAM PROJECT AND THE USE OF SEAM PROJECT DELIVERABLES BY THE INDEMNIFYING PARTY OR ITS AFFILIATES OR LICENSEES, NO MATTER WHEN ASSERTED, INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO: (I) INJURY OR DEATH OF ANY INDEMNIFYING PARTY AND ITS AFFILIATES AND LICENSEES, OR THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, (II) DAMAGES TO OR LOSS OF ANY OF INDEMNIFYING PARTY'S OR ITS AFFILIATES' AND LICENSEES', OR THEIR DIRECTORS', OFFICERS', AGENTS', OR EMPLOYEES' PROPERTY OR RESOURCES, (III) COMMON LAW CAUSES OF ACTION SUCH AS NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, NUISANCE OR TRESPASS, (IV) FAULT IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE, BREACH OF CONTRACT OR DUTY, EVEN THOUGH ANY OF THE FOREGOING MAY HAVE BEEN CAUSED OR IS ALLEGED TO HAVE BEEN CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PARTY, OR (V) PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TRADE SECRET MISAPPROPRIATION. SUCH INDEMNITY SHALL NOT APPLY WHERE SUCH CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES AND COSTS ARE THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY. IN NO EVENT SHALL THE PROVISIONS OF THIS SECTION 8.2 LIMIT THE LIABILITY OR OBLIGATIONS OF ANY PARTY THAT MAY ARISE PURSUANT TO ANY OTHER AGREEMENT EXECUTED BY SUCH PARTY AND SEAM FOR THE PURPOSE OF EXECUTING A CTR OR THE CREATION OF A SEAM PROJECT DELIVERABLE.

8.3 NEITHER SEAM NOR ANY PARTY OR THEIR AFFILIATES SHALL BE LIABLE TO ANY OTHER PARTY OR THEIR AFFILIATES IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR INDIRECT LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF USE, REGARDLESS OF THE FORESEEABILITY OF SUCH LOSSES AND COSTS. THE PROTECTION AGAINST SUCH LIABILITY SHALL BE APPLICABLE IN ANY ACTION WHETHER BASED ON CONTRACT, NEGLIGENCE, EITHER SOLE OR CONCURRENT AND STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE AND TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THIS MEMBERSHIP AGREEMENT ARE WAIVED. OTHERWISE, IT IS THE EXPRESS INTENTION OF EACH PARTY TO THIS MEMBERSHIP AGREEMENT THAT THE INDEMNITY OBLIGATIONS CONTAINED IN THIS SECTION 8.3 ARE WITHOUT REGARD TO WHETHER THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF AN INDEMNIFIED PARTY IS A CONCURRENT OR CONTRIBUTORY FACTOR OF THE OCCURRENCE OR OCCURRENCES IN QUESTION, AND SUCH INDEMNITY OBLIGATIONS OF EACH PARTY ARE INTENDED TO PROTECT THE INDEMNIFIED PARTY AGAINST THE CONSEQUENCES OF ITS OWN JOINT,

CONCURRENT OR CONTRIBUTORY NEGLIGENCE, FAULT OR STRICT LIABILITY.

- 8.4 SEAM AND EACH PARTY AGREE THAT THE RIGHTS EXTENDED HEREUNDER SHALL INCLUDE DISCLAIMERS OF WARRANTIES AND OBLIGATIONS TO PROTECT, INDEMNIFY AND DEFEND THAT PROVIDE PROTECTION FOR THE PARTIES AS CONTAINED IN SECTIONS 8.1, 8.2 AND 8.3 HEREOF.**

Article 9 - Termination

- 9.1 SEAM, in its sole discretion, shall have the right to terminate the SEAM Project, at any time, provided that thirty (30) days written notice shall be given to all Parties prior to such termination date. SEAM will provide the Parties with one copy of the work product in whatever state of completion it is in, and any remaining funds will be disbursed as provided in Section 9.3 of this Article 9.
- 9.2 Should SEAM terminate the SEAM Project, due diligence shall be exercised by SEAM and the Parties in accordance with their roles as defined herein. All rights and obligations incurred or accrued by the Parties prior to the effective date of such termination with respect to confidentiality, liability, rights to the SEAM Project work product, indemnity, independent research, and fees shall survive such termination.
- 9.3 In the event SEAM terminates the SEAM Project prior to its completion, pursuant to Section 9.1 of this Membership Agreement, SEAM reserves the right to retain all funds necessary to pay for work already contracted for, and will use reasonable efforts to minimize termination expenses. If there are internal expenses incurred by SEAM in order to effect termination, such costs will be borne by SEAM. Any remaining uncommitted funds will be disbursed to the Participants equally.

Article 10 - Miscellaneous

- 10.1 No Party shall use the trademarks and trade names of another Party in any advertising or publication relating to the subject matter of this Membership Agreement without that other Party's prior written consent, provided however that SEAM may use the trademarks of Participants to promote the SEAM Project. When using the trademarks of Participants, SEAM will make every effort to adhere to any special guidelines from the Participants concerning the usage of their trademark.
- 10.2 The validity and interpretation of this Membership Agreement will be governed by the laws of the State of Oklahoma, without regard to the conflicts of laws provisions thereof. However, in the event any provision is deemed to be invalid by a court of competent jurisdiction, the remaining provisions shall remain valid and the Parties agree to do whatever is lawful to carry out the intent of this Membership Agreement.
- 10.3 If a dispute arises out of or relates to this Membership Agreement, or the breach thereof, and if after notice of breach and opportunity to cure the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. If the Parties are unable to settle the dispute through mediation within ninety (90) calendar days of its commencement, the dispute shall be finally settled by arbitration, by a single

arbitrator, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Tulsa, Oklahoma. The decision of the arbitration will not be made public, must be in writing and must be reached within ninety (90) days of the appointment of the arbitrator. Unless the Parties expressly agree in writing to the contrary, the Parties agree to keep confidential all awards in any arbitration, together with all materials in the proceedings created for the purpose of such arbitration and all other documents that are produced by the Parties in the proceedings and that are not otherwise in the public domain. Such documents may be disclosed if such disclosure is required of a Party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority.

- 10.4 Except in respect of the SEAM Project Deliverables and as provided for herein, nothing in this Membership Agreement shall be construed to create in any Party any rights with respect to information, operations, research, patents or publications owned, held, undertaken, or prepared by any other Party. It is not the intent of the Parties hereto to create a partnership, joint venture, association, or trust of any kind. The duties, obligations, benefits, and liabilities of the Parties hereto shall be several and not joint or collective and each Party shall be individually responsible for its own obligations.
- 10.5 All Parties shall exercise reasonable care and diligence to prevent their employees and agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of improperly influencing the relationship between the Parties. This obligation shall apply to the activities of each Party in its relations with the other Parties' employees, representatives and their families, as well as any vendors, contractors or consultants who may perform SEAM Project work. A Party will promptly notify the other Party of any violation of this clause. Any representative(s) authorized by a Party may (at that Party's cost) audit any and all records of the other Party for the sole purpose of determining whether there has been compliance with this clause.
- 10.6 This Membership Agreement shall be assignable by each Party to an Affiliate or to the successor in title of all or substantially all of its entire business and shall be subject to the acceptance by such Affiliate or successor of all or substantially all of the Party's obligations hereunder. Notwithstanding any such assignment as aforesaid the Party shall continue to be bound by the obligations of confidence under Article 7 hereof.
- 10.7 Each Party agrees that in performance under this Membership Agreement it will comply with all applicable laws and regulations, including, without limitation, the export laws of the relevant countries which relate to data or information, software and hardware under this Membership Agreement.
- 10.8 SEAM shall keep records of its activities under this Membership Agreement in accordance with generally accepted accounting principles, and shall preserve such records for three (3) years after the completion or termination of SEAM Project. Each Party, or its representatives, will have access at all reasonable times to such records during the period SEAM is obligated to preserve such records for the purpose of verifying SEAM's compliance with the requirements of this Membership Agreement.

