

## **AUTO.WELLS PRODUCT LICENCE AGREEMENT**

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### **END USER LICENCE AGREEMENT AND WARRANTY DISCLAIMER ("LICENCE")**

**PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS OF USE CAREFULLY. THIS LICENCE IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE" OR "YOU") AND STUART WRIGHT PTE. LTD. (UEN: 200617028E) ("STUART WRIGHT") STATING THE TERMS AND CONDITIONS THAT GOVERNS THE LICENSED USE OF ANY OF THE STUART WRIGHT AUTO.WELLS SOFTWARE VERSIONS: AUTO.WELLS "TRIAL" EDITION, AUTO.WELLS "BASIC" EDITION, AUTO.WELLS "PLUS" EDITION OR AUTO.WELLS "PRO" EDITION PRODUCTS, INCLUDING USER TUTORIAL VIDEOS, SAMPLE CASE FILES AND RELATED INSTRUCTIONAL DOCUMENTATION (collectively, the "AUTO.WELLS PRODUCTS"), AND AS SPECIFICALLY DESCRIBED IN THE QUOTATION (AS DEFINED IN SECTION 1.1).**

**THIS AGREEMENT WILL BE ATTACHED IN A POP-UP BOX DURING THE INSTALLATION OF YOUR AUTO.WELLS TRIAL LICENCE. FOR ALL OTHER AUTO.WELLS PRODUCTS THIS EULA WILL BE SENT TO YOU FOR AGREEMENT IN THE QUOTATION.**

**IF YOU ARE ENTERING INTO THIS LICENCE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" SHALL REFER TO SUCH ENTITY.**

**OPERATING SYSTEM REQUIREMENTS: THE AUTO.WELLS PRODUCT REQUIRES THE FOLLOWING MINIMUM COMPUTER SPECIFICATION:**

- 1. PROCESSOR - DUAL CORE 2.4 GHZ+ (I5 OR I7 SERIES INTEL PROCESSOR OR EQUIVALENT AMD)**
- 2. RAM - 16 GB**
- 3. HARD DRIVE - 256 GB OR LARGER SOLID STATE HARD DRIVE**
- 4. GRAPHICS CARD – MINIMUM G3D MARK SCORE OF 780**
- 5. OS - WINDOWS 8 64BIT OPERATING SYSTEM MINIMALLY**

**BY CLICKING THE "I ACCEPT" BUTTON DURING AUTO.WELLS TRIAL EDITION LICENCE INSTALLATION OR BY USING ANY AUTO.WELLS PRODUCT, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN.**

**IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK THE "I ACCEPT" BUTTON DURING THE AUTO.WELLS TRIAL EDITION LICENCE**

## **INSTALLATION AND DO NOT TRY TO ACCESS AND/OR USE ANY AUTO.WELLS PRODUCTS IN ANY MANNER.**

THE "**EFFECTIVE DATE**" OF THIS LICENCE IS THE DATE ON WHICH YOU HAVE EXECUTED THE CONTRACT BY EITHER, SIGNING AND RETURNING THIS LICENCE AGREEMENT OR BY CLICKING "**I ACCEPT**" IN THE SOFTWARE POP UP DURING AUTO.WELLS TRIAL EDITION LICENCE INSTALLATION.

The AUTO.WELLS PRODUCT Software that accompanies this Licence remains at all times the property of STUART WRIGHT or its licensors, and is protected by copyright and other intellectual property law. Although STUART WRIGHT at all times owns the Software, you will have certain rights to use the Software after your acceptance of this Licence. Except as may be modified by an addendum which may accompany or be added to this Licence, your rights and obligations with respect to the use of this Software are as follows:

### **1. Scope of Licence and Related Terms.**

**1.1. Licence and Services.** AUTO.WELLS PRODUCT shall be licensed for use on a per-computer basis. You may only allow the specified number of computers to use the Software and documentation, as indicated as "Quantity" or "Number of Licences" and within the licence validity period indicated as "Licence Period" on the Quotation ("**Quotation**").

If you are installing AUTO.WELLS "Trial" edition, STUART WRIGHT will make AUTO.WELLS PRODUCT available to you for evaluation for a specified limited period of seven (7) days ("**Evaluation Period**") via download of the application from STUART WRIGHT's online hosting platform, or a third-party hosting facility designated by STUART WRIGHT.

**1.2. Licence Grant.** STUART WRIGHT grants you a non-exclusive, non-sublicensable, non-transferable licence to use the Licensed Software during the Licence Period to the extent as permitted by this Licence.

For "Trial Edition" during the Evaluation Period, STUART WRIGHT grants you a non-exclusive, revocable and non-transferable right to use AUTO.WELLS PRODUCT solely for the purpose of internally evaluating the suitability of AUTO.WELLS PRODUCT for Licensee's internal business purposes. You may, using the functionality within AUTO.WELLS PRODUCT and subject to the other terms and conditions of this Licence, configure and modify certain available features and functionality of AUTO.WELLS PRODUCT offered as part of the evaluation process.

Your use of the "Trial" Edition shall be restricted to evaluation purposes only and you shall not provide AUTO.WELLS PRODUCT, or any modified version or derivative work of AUTO.WELLS PRODUCT created by or for you, on any commercial use and/or for producing work on for profit basis

**1.3. Third-Party Software.** AUTO.WELLS PRODUCT does not currently utilise, include or rely on any Third-Party Software. Should AUTO.WELLS PRODUCT in the future utilise include or rely on any Third-Party Software, Licensee's use of the AUTO.WELLS PRODUCT, including all Third-Party Software accessible via APIs, is governed by the applicable Third-Party Software terms and conditions.

**1.4. Licensee's Responsibilities.** You shall: (a) use commercially reasonable efforts to prevent unauthorised access to or use of the AUTO.WELLS PRODUCT, and (b) notify STUART WRIGHT in writing immediately of any unauthorised use of, or access to, AUTO.WELLS PRODUCT or any user account or password thereof.

**1.5. Use Restrictions.** Except as expressly set out in this Licence, you shall not, directly or indirectly: (a) sublicense, resell, rent, lease, loan, translate, merge, adapt, vary, modify, embed, link, distribute, market, commercialise or otherwise transfer rights or usage to the AUTO.WELLS PRODUCT or any modified version or derivative work of the AUTO.WELLS PRODUCT created by or for you, (b) provide AUTO.WELLS PRODUCT, or any modified version or derivative work of the AUTO.WELLS PRODUCT created by or for you, on any commercial use and/or for producing work on for profit basis without explicit recognition to your client that the AUTO.WELLS application was used by you to create the wellbore diagrams (c) remove or alter any copyright, trademark or proprietary notice in the AUTO.WELLS PRODUCT, (d) develop Forked Software, (e) copy any features, functions or graphics of the AUTO.WELLS PRODUCT for any purpose other than what is expressly authorised in this Licence, (f) use or modify the AUTO.WELLS PRODUCT in any way that would subject the AUTO.WELLS PRODUCT, in whole in or in part, to any Copyright Licence infringement (g) send, store, or authorise a third party to send or store spam, unlawful, infringing, obscene or libellous material, or malicious code, (h) attempt to gain unauthorised access to, or disrupt the integrity or performance of, the AUTO.WELLS PRODUCT, (i) use any intellectual property rights protected by applicable laws and contained in or accessible through the AUTO.WELLS PRODUCT for the purpose of building a competitive product or service or copying its features or user interface, (j) use the AUTO.WELLS PRODUCT, or permit it to be used, for purposes of product benchmarking or other comparative analysis intended for publication without STUART WRIGHT's prior written consent; or (k) use the AUTO.WELLS PRODUCT to develop or enhance any (i) open source version of AUTO.WELLS software, (ii) derivative works of any open source version of AUTO.WELLS software, or (iii) any software code made to work with any open source version of AUTO.WELLS software.

**1.6. Suggestions.** You may, from time to time, provide suggestions, enhancement or additional feature requests, such as new wellbore components, or other feedback to STUART WRIGHT with respect to the STUART WRIGHT Property (as defined below) or other AUTO.WELLS products, services or related documentation (whether or not such is disclosed or delivered by AUTO.WELLS to You under this Licence) (collectively, "**Feedback**"). You agree that any and all Feedback given by you is and shall be entirely voluntarily. STUART WRIGHT shall be free to use, disclose, reproduce, licence or otherwise distribute and exploit the Feedback in its discretion, without restriction

or obligation of any kind or nature. Feedback, even if designated as confidential by you, shall not create any obligation of confidentiality for STUART WRIGHT, unless STUART WRIGHT expressly agrees so in writing.

All licensees will have access to any enhancement, additional features or modification that may be implemented by STUART WRIGHT, at its discretion, whether or not requested by any other licensee. This principle applies to and benefits all licensees and ensures that only one version of AUTO.WELLS PRODUCT exists.

**1.7. Support and Maintenance.** STUART WRIGHT provides free reasonable standard user software technical support for all registered users during the licence period, including access to the web forum and email support during business hours (Singapore).

All Licensee are eligible for standard technical support via electronic mail.

Any request by Licensee for STUART WRIGHT to produce any wellbore drawings for or on its behalf using the AUTO.WELLS PRODUCT is not within the scope of such technical support but will be subject to a separate commercial agreement.

## **2. Proprietary Rights and Data.**

**2.1. Ownership.** STUART WRIGHT owns all right, title and interest, including all intellectual property rights, in and to the AUTO.WELLS PRODUCT, and all Modifications thereto (collectively, the "**STUART WRIGHT Property**"). You hereby do and will assign to STUART WRIGHT all right, title and interest worldwide in the intellectual property rights embodied in any and all Modifications. To the extent any of the rights, title and interest are not assignable by you to STUART WRIGHT, you shall grant and agree to grant to STUART WRIGHT an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up licence (with rights to sub-licence through multiple tiers of sub-licensees) under your intellectual property rights to use, disclose, reproduce, licence, sell, offer for sale, distribute, import and otherwise exploit the Modifications in its discretion, without restriction or obligation of any kind or nature. Except as expressly stated otherwise in this Licence, STUART WRIGHT retains all of its right, title and ownership interest in and to the STUART WRIGHT Property, and no other intellectual property rights or licence rights are granted by STUART WRIGHT to you under this Licence, either expressly or by implication, estoppel or otherwise, including, but not limited to, any rights under any of STUART WRIGHT's or its affiliates patents.

**2.2. Business Information; Licensee Data.** You agree to allow STUART WRIGHT and its Affiliates to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere it does business that is provided by you to STUART WRIGHT. Such information will be processed and used in connection with STUART WRIGHT's business relationship, and may be provided to contractors acting on STUART WRIGHT's behalf for uses consistent with STUART WRIGHT's business relationship.

To the extent that (i) Your personal data that is input into or resides in the AUTO.WELLS PRODUCT as part of use of the software (“**Your Data**”) and (ii) Your Data contains personal data about any living individual (“**Data**”), STUART WRIGHT will process that Data only as a Data Processor acting on behalf of you (as the Data Controller) and in accordance with the requirements of this Licence.

**2.3. Licensee’s Compliance with Privacy Laws; Purpose Limitation.** Licensee will at all times comply in full with the requirements of any applicable privacy and data protection laws and any national implementation(s) of them) to which it is subject as a Data Controller (“**Applicable Privacy Law(s)**”).

STUART WRIGHT will process any Data provided to it by you, in accordance with your instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes.

**2.4. Usage Data.** In the course of providing you with the services contemplated in the Licence, AUTO.WELLS PRODUCT may collect, use, process and store MAC, IP addresses that are used and/or accessed (the “**Usage Data**”).

### **3. Term and Termination.**

**3.1. Term.** This Licence commences on the Effective Date and continues for the duration of the licence thereafter (“**Licence Period**”), as stated in the Quotation, unless terminated sooner pursuant to Section 3.2. Stuart Wright will send you a Licence Period expiry reminder one (1) month prior to the end of the Licence Period together with a renewal option and invoice.

**3.2. Termination.** Either party may terminate this Licence at any time by providing a minimum of fourteen (14) days written notice to the other party. Additionally, either party may terminate this Licence if the other party: (a) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for two (2) days following written notice of the breach, or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

**3.3. Effect of Termination or Expiration.** Upon any expiration or termination of this Licence, whichever occurs first, (a) the rights granted under this Licence will be immediately revoked and STUART WRIGHT may immediately deactivate your account; (b) your Data will be deleted by STUART WRIGHT from the AUTO.WELLS PRODUCT; and (c) the return or destruction of Confidential Information will be handled as contemplated in the final sentence of Section 4. Sections 1.5, 1.6, 2, 3.3, 4, 5 and 6 survive termination or expiration of this Licence.

Upon any termination pursuant to section sections 1.2, 1.5 or 4 pursuant to a breach by Licensee, STUART WRIGHT shall not be required to refund any Subscription Fee or

part thereof or other charges or amounts paid by Licensee to STUART WRIGHT in advance.

#### **4. Confidentiality.**

The parties acknowledge that in the course of performing their obligations under this Licence, each may receive Confidential Information. Each party covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to exercise its rights under this Licence and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Licence will prohibit or limit the Receiving Party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Licence. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Licence, Original Code and the structure, sequence and organisation of the AUTO.WELLS PRODUCT are Confidential Information of STUART WRIGHT or its licensors. Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information; provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law.

#### **5. Disclaimer of Warranties; Limitation of Liability.**

**5.1. Disclaimer of Warranties.** The AUTO.WELLS product is provided to you on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law. AUTO.WELLS's product or service may be subject to limitations or issues inherent in the use of the internet, computer hardware limitations and AUTO.WELLS is not responsible for any problems or other damage resulting from such limitations or issues.

**5.2. Limitation on Damages.** Except for a breach by you of sections 1.2, 1.5 or 4, in no event shall either party be liable to the other party for any lost profits or revenue or for any indirect, special, cover, punitive, incidental or consequential damages, arising under this Licence and whether or not such party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law and in no event shall STUART WRIGHT's liability arising out of or related to this Licence whether in contract, tort or under any other theory of liability, exceed in the aggregate, the amount of subscription fee paid.

## **6. General.**

**6.1. Export Compliance.** You agree to comply fully with all applicable technology control or export laws and regulations ("**Export Laws**") to ensure that none of the services (including technical data), any service deliverables provided under this Licence, or any direct products thereof, are (1) exported, directly or indirectly, in violation of this Licence or Export Laws; or (2) used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology or acts or terrorism.

**6.2. Assignment.** Licensee cannot assign any of its rights or obligations under this Licence, whether by operation of law or otherwise, without the prior written consent of STUART WRIGHT. Subject to the foregoing, this Licence shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section 6.3 shall be void.

**6.3. Relationship of the Parties.** STUART WRIGHT and Licensee are independent contractors, and nothing in this Licence or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

**6.4. Choice of Law and Jurisdiction.** This Licence will be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Licence.

**6.5. Legal Expenses, Other Costs.** In any action related to this Licence, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable legal expenses and other reasonable costs.

**6.6. Manner of Giving Notice.** Notices regarding this Licence shall be given in writing and sent to the Licensee at the address provided by Licensee, or, in the case of STUART WRIGHT, 100 Cecil Street, #08-01/02 The Globe, Singapore 069532. Notices regarding the AUTO.WELLS PRODUCT in general may be given by electronic mail to Licensees e-mail address on record with STUART WRIGHT.

**6.7. Entire Licence; Other Terms.** This Licence and any URLs referenced herein represent the entire agreement of the parties and supersede all prior discussions,

emails and/or agreements between the parties and is intended to be the final expression of their Licence. Each party hereby confirms that it has not relied upon any representations, statements, information or promises made by the other party that are not expressly set out in this Licence. Nothing in this Licence shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

## 7. Definitions.

7.1. **"Affiliate"** means a company that is controlled by, under common control with or controlling a party during the period of such control.

7.2. **"Confidential Information"** means information that one party (the **"Disclosing Party"**) provides to the other party (**"Receiving Party"**) during the term of this Licence that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

7.3. **"Data Controller"** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by applicable privacy law, the controller or the specific criteria for his nomination may be designated by applicable privacy law.

7.4. **"Data Processor"** means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

7.5. **"Forked Software"** means modifications to any open source version of the Original Code to develop a separately maintained source code program (a) with features not present in the Original Code or (b) where modifications to the Original Code are not automatically integrated with the Original Code.

7.6. **"Modifications"** means any work based on or incorporating all or any portion of the AUTO.WELLS PRODUCT, including, without limitation, modifications, enhancements and customisations to the AUTO.WELLS PRODUCT developed by STUART WRIGHT, Licensee, a third party on either such party's behalf or any combination of such parties.

7.7. **"Original Code"** means AUTO.WELLS PRODUCT source code.

7.8. **"Quotation"** means the quotation issued to Licensee to which the subject matter of this Licence relates.

7.9. **"Subscription Fee"** has the meaning given to it in section 9.2.

7.10. **"Third-Party Software"** means online, web-based applications and offline software products that are developed by third parties, and may interoperate with the AUTO.WELLS PRODUCT, the use of which software is governed by the applicable terms and conditions specified by such third party.



## 8. Secured Deployment.

8.1. **IT Security Evaluation.** STUART WRIGHT understands that modern organisations may require IT software validation and evaluation by IT security, prior to allowing full deployment for the number of allowed users as part of the **Licence**.

The "Trial Edition" of the AUTO.WELLS PRODUCT can be used by any organisation's IT security, as part of any IT software evaluation and validation process. As part of the "Trial Edition" of the AUTO.WELLS PRODUCT during the Evaluation Period, STUART WRIGHT grants you a non-exclusive, revocable and non-transferable right to use AUTO.WELLS PRODUCT solely for the purpose of internally evaluating the suitability of AUTO.WELLS PRODUCT for Licensee's internal business purposes, and subject to all the terms and conditions described in this Licence.

8.2. **Software Deployment.** In order to commence a secured deployment on the assigned user workstation following the Evaluation Period, Licensee must confirm to STUART WRIGHT that the software can be deployed subject to the delivery and payment terms in section 9. Upon and subject to receipt of payment of the Subscription Fee pursuant to section 9, STUART WRIGHT will provide the full licence key, with expiry in accordance with the Licence Period. Licensee will provide any data (COMPUTER NAME) required for STUART WRIGHT to generate and provide the user-specific licence key. The secured deployment completes after IT security successfully installs the AUTO.WELLS PRODUCT on the assigned user workstation, and the full licence key is successfully applied to the AUTO.WELLS PRODUCT.

## 9. DELIVERY AND PAYMENT

9.1. **Licence Delivery.** Licence will be delivered in accordance with and subject to the procedure outlined in section 8.

9.2. **Payment.** Licensee agrees to pay a "**Subscription Fee**" for the agreed Licence Period as specified in the Quotation and STUART WRIGHT shall invoice Licensee the rental charges (plus any tariffs, sales tax &/or other taxes, or levies and any other like tariffs, taxes, and/or levies applicable to a location).

Payment of the Subscription Fee must be received by STUART WRIGHT prior to deployment of the full licence key.

9.3. **Edition Change.** The duration of the Licence Period pursuant to this Licence is fixed, changes to editions after commencement of the Licence Period shall be as follows:

- i) **Upgrade of Auto.Wells Edition** – an incremental subscription fee shall be pro-rated and invoiced based on effective Edition upgrade date

- ii) **Downgrade of Auto.Wells Edition** – permitted only after end of committed subscription period. New subscription rates shall be invoiced based on new licence commencement date.

**9.4. Non-refund of prepaid fees** Upon termination of this Licence, save as otherwise specified in this Licence, STUART WRIGHT shall not be required to refund any Subscription Fee or part thereof or other charges or amounts paid by Licensee to STUART WRIGHT in advance.