

THE LOW FREQUENCY SEISMIC TECHNOLOGIES CONSORTIUM MEMBERSHIP AGREEMENT

THIS AGREEMENT (“**Membership Agreement**”) is between the UNIVERSITY OF HOUSTON (“**UH**”), on behalf of the **Low Frequency Seismic Technologies program (“LFST PROGRAM”)**, at the UNIVERSITY OF HOUSTON which is a public institution of higher education located in Houston, Texas, USA, under the governance of the Board of Regents of the University of Houston System (“**University**”), and **MEMBER NAME (“Member”)**, located in **MEMBER CITY, MEMBER STATE**. Member has selected Membership Plan **PLAN** and membership shall commence on **MONTH DAY, YEAR** and end on **MONTH DAY, YEAR**. Membership is renewable thereafter as summarized in Exhibit B, the Member Fee Schedule, and by payment of the membership fee annually as specified in Sections 2.2 and 3.1 of this Agreement.

1. DEFINITIONS

1.1 “**Affiliate**” means any legal entity which directly or indirectly, at the time in question, controls, is controlled by, or is under common control with UH or Member. For the purposes of this definition, control is defined as direct or indirect ownership of fifty percent (50%) or more of the voting interest or economic interest in the controlled entity or such other relationship whereby the controlling entity determines or has the right to determine the majority of the Board of Directors or an equivalent governing body of the controlled entity.

1.2 “**Confidential Information**” is defined in Section 5.

1.3 “**Consortium**” is defined in Section 2.1.

1.4 “**Consortium Confidential Information**” is defined in Section 5.

1.5 “**Consortium Initiation Criteria**” means (i) UH having fully executed Membership Agreements with at least four (4) Members or (ii) UH having secured at least US \$1,000,000 in committed funding for the Consortium Research Program, including UH contributions.

1.6 “**Consortium Intellectual Property**” or “**Consortium IP**” means all information and materials, and all intellectual property rights associated therewith, resulting from research conducted within the Consortium.

1.7 “**Consortium Research Program**” means a research program in the field of low frequency seismic technology, conducted by UH and sponsored by industry participants.

1.8 “**Initial Period**” means the period of time ending on the earlier of February 28, 2023 or the date when a Consortium meeting the Consortium Initiation Criteria is established.

1.9 “**Member(s)**” means any party which, upon signing a Membership Agreement, has agreed to participate in the Consortium.

1.9.1 “**Founding Member(s)**” is a Member that executes a Membership Agreement before March 1, 2023.

1.9.2 “**Booster Member(s)**” is a Member that executes a Membership Agreement on or after March 1, 2023.

1.10 “**Member Fee Schedule**” is shown in Exhibit B.

1.11 “**Membership Agreement**” is defined in the preamble.

1.12 “**Membership Plan**” means one of the several plan options listed in the Member Fee Schedule.

1.13 “**Normal Operations**” means all activities that are currently, or that might reasonably become part of, the business of UH and its Affiliates, or a Member and its Affiliates (as appropriate to the context in which the term is used herein), including research activities and operations.

1.14 “**Vesting Criteria**” means the minimum cumulative sponsorship fees to be paid for intellectual property grants to vest for each Membership Plan.

2. CONSORTIUM RESEARCH PROGRAM

2.1 Purpose

A group of companies (hereafter called the Consortium) is interested in making possible and accelerating research and development of low frequency seismic technologies, including those related to acquisition and imaging/inversion, through one or more research and development stages. The goals of the Consortium are as follows:

- Research and develop new technologies to advance low frequency seismic exploration two or more octaves beyond existing industry capabilities.
- Establish and document technical viability and usage specifications for new technologies.
- Make licensing available for commercial development and sale of applications, products, and services.

The Consortium intends to carry out research in cooperation with the University of Houston’s **LFST PROGRAM**.

2.2 Funding

Each Member of the Consortium shall pay membership fees annually to the **LFST PROGRAM** as summarized in **Membership Fee Schedule**. The **LFST PROGRAM** will use all of the funds derived from such membership fees to support the Consortium Research Program which includes, but shall not be limited to, **LFST PROGRAM** technical support and partial support of **LFST PROGRAM** personnel, indirect costs, and administrative expenses.

2.3 Consortium Research Program

The scope of the research and development activities conducted by the Consortium is included in Exhibit A, titled "Scope of Work," which is incorporated herein by reference and made a part of this Membership Agreement. The Scope of Work more fully describes the Consortium Research Program. The Scope of Work may be subsequently altered by mutual consent of all Members and the **LFST PROGRAM**; such consent will not be unreasonably withheld. Budget approval will be made by the University of Houston Division of Research.

2.3 Term of Consortium

The initial term of the Consortium will be ten (10) years, which shall be renewable thereafter provided there are sufficient Members available to fund the Consortium.

3. MEMBER OBLIGATIONS

3.1 Membership Fee

Members shall, upon joining, pay UH a full first year fee according to the Member Fee Schedule. Subsequent to the first six months of Member's membership, fees are payable on March 1 of each year, the second and final year fees prorated according to the Member's join date.

A discount of 50% on the first year fee is available to Founding Members joining before December 1, 2022. A discount of 25% on the first year fee is available to Founding Members joining before March 1, 2023.

Booster Members may join the Consortium at any time provided payment of all necessary fees is made.

3.2 invoicing

UH shall invoice Members as follows:

The invoice is payable within thirty (30) days of receipt of a membership invoice. If Member fails to pay membership fees within thirty (30) days from receipt of invoice, UH may terminate Member's Membership Agreement upon sixty (60) days written notification.

3.3. Terms of Membership

The Term of each Membership Agreement will depend on the Membership Plan selected. Member will select one of the plans on Exhibit B.

3.4 Rights after Termination

Upon termination of its membership in the Consortium (including membership termination by non-payment of the annual fee), the Member shall assume immediately the status of any other non-member organization, and the Member's rights and privileges shall terminate except as specified in this Membership Agreement.

4. MEMBER BENEFITS

4.1 Intellectual Property—Rights in Technology

Members have the right to review and use Research Results and to review and license Technologies, as set out in this Membership Agreement, developed within the Consortium before it is offered to non-members. **LFST PROGRAM** and Consortium Members must disclose all intellectual properties developed under this Consortium Research Program to UH according to the University of Houston System Board of Regents Policy. All Technologies developed under this Consortium Research Program shall be owned by UH and shall be managed by the UH Office of Technology Transfer and Innovation (OTTI) formerly the Office of Intellectual Property Management (OIPM) according to University of Houston Board of Regents Policy. Intellectual Property issues and approvals will be coordinated by the UH OTTI.

4.1(a) Research Results

Research Results are defined as studies, reports and the results of experimentation, leading to best practices. This includes, but is not limited to, how something can and should be done; how to design a product to best meet the needs of potential users; and what the functionality of software ought to be. Members will be provided early access to non-proprietary research results that are achieved as a result of this agreement. Model building, data acquisition, data processing, and source code of computer algorithms developed under this Membership Agreement will be made available to Members. Members will be provided a copy of M.S. and Ph.D. theses that result from research conducted under this Membership Agreement. Copies of experimental data resulting from this Membership Agreement's research will be available to Members at their own expense. An **LFST PROGRAM** newsletter will be published periodically updating Members on activities undertaken under this Agreement.

4.1(b) Intellectual Property

Intellectual Property or Technologies are defined as data, information, prototype equipment, discoveries, innovations, or inventions, whether patentable or not, and including computer software, recognized in law as intelligent creations to which rights of ownership accrue, including, but not limited to, patents, copyrights, know-how, and trade secrets. This Membership Agreement covers only Technology which results from the Consortium Research Program, and does not pertain to Technology developed by **LFST PROGRAM** under individual projects funded outside of the Consortium. However, it is recognized that Technology developed within the Consortium Research Program may rely upon Technologies previously developed by **LFST PROGRAM** or one or more of the Members through previous research prior to the creation of the Consortium.

Consortium IP is all intellectual property developed by UH (alone or jointly with Members) as a result of research conducted within the Consortium, including research results, information, inventions, patents, software, equipment, copyrights, data and other technologies or business information proprietary to the Consortium. All Consortium IP will be owned by UH. UH shall be responsible for any costs associated with patent filings. See the Member Fee Schedule for the scope of Consortium IP licenses.

Background IP is all intellectual property in existence prior to the creation of the Consortium or developed independently of the Consortium during the term of the Consortium (i.e. does not incorporate or rely on Consortium IP or another party's Background IP), including information, inventions, patents, software, equipment, copyrights, and data, that is made available to UH or other Members within the Consortium.

Ownership of Background IP remains with the party that contributed it. Before contributing Background IP to the Consortium, Member will provide a non-confidential summary of the Background IP to other Members, who must review and approve the receipt of such Background IP. For Background IP that is contributed to the Consortium, Members are granted a limited, non-exclusive, non-transferable, worldwide, royalty free license under UH's Background IP and Background IP contributed by Members to the extent necessary for Members to participate in the Consortium. Members may extend this license to Affiliates and contractors to the extent necessary for Members to participate in the Consortium.

Founding Members that meet the Vesting Criteria are further granted a limited, non-exclusive, non-transferable, worldwide, royalty free license to use of Consortium IP, and under UH's Background IP and Background IP contributed by Members to enjoy their rights to Consortium IP, within their and their Affiliates' Normal Operations. Founding Members may extend this license to Affiliates and contractors to the extent necessary for Members and their Affiliates to enjoy their rights to Consortium IP. Founding Members that have not met the Vesting Criteria may purchase the above license for a royalty to be negotiated with UH.

Booster Members that have not met the Vesting Criteria may purchase the above license for a royalty to be negotiated with UH. Booster Members that have met the Vesting Criteria may credit paid Member fees against royalties.

Licenses to UH Background IP above are subject to UH's contractual ability to make such grants (i.e., Background IP not already exclusively licensed).

If the previously developed Technology is owned by **UH**, Members will be entitled to a non-exclusive license to that Technology for use within the Consortium's Research Program and as necessary for use of the Technology created by work under the Membership Agreement as provided under Section 4.1(d). Should the Technology have other restrictions for use, those restrictions shall take precedence over this Membership Agreement.

If the previously developed Technology is owned by one or more of the Members, the **LFST PROGRAM**, with approval of the Member(s), will be granted a non-exclusive, non-royalty-bearing license to use the Technology in the Consortium's Research Program.

Member and UH retain the right to carry out independent research and development apart from the Consortium, even if directed towards objectives similar to Consortium objectives, provided neither party utilizes Background IP or Consortium IP other than as permitted under the Membership Agreement.

4.1(c) Disclosure

UH will disclose to all Members all Technology created in the course of the Consortium Research Program no later than the time the invention is disclosed to the UH Intellectual Property Committee, subject to the confidentiality provisions of Section 5 of this Agreement.

4.1(d) Licensing of Technology

Rights of First Refusal: Disclosure by UH of a Technology created by work under the Consortium Research Agreement is a triggering event for the actions described below. After UH has disclosed the creation of Technology to all Members, the following timetables will apply.

After disclosure, as described in Section 4.1(c), each Member and its Affiliates shall have and is hereby granted rights to the disclosed Technology according to Member's Membership plan and vesting status (see Section 4.2, Restrictions on Use of Research Results and Technology). Upon termination of membership in the Consortium or termination of the Consortium, the Member and its affiliates shall retain the aforementioned license to Technology created prior to such termination and may negotiate a new, non-exclusive, royalty bearing licensing agreement with UH for Technology created after such termination.

4.1(e) Royalty Rates

Royalty rates, where applicable, on each commercial development of the Technology resulting from the Consortium Research Program shall be negotiated by UH.

4.1(f) Government-Funded Research

LFST PROGRAM research may include support from grants or other funds derived from the United States government. In such instances, the government retains certain licensing rights as required by law, and this is recognized by the parties to this Membership Agreement.

4.1(g) Existing **LFST PROGRAM** Agreements

Certain license agreements exist between **LFST PROGRAM** and individual parties with respect to patents, copyrights, know-how, and other intellectual property arising out of that existing relationship. The parties agree that all rights granted or to be granted under such licenses shall not be affected by the provisions of this Membership Agreement, whether within or outside the scope of the Consortium Research Program, with respect to Technology which existed on the effective date of this Membership Agreement.

4.2 Restrictions on Use of Research Results and Technology

Consortium Members are free to use the results of the research conducted and Technology developed under this Membership Agreement within their own entities, company, and their parent companies (if any); within companies which they or their parent company wholly own, or control; or in which they or their parent company own or control fifty percent (50%) or more of the outstanding shares or stocks entitled to vote for the election of directors now or hereafter. Members may make copies and prepare derivative works from the Consortium research results and technology. In utilizing the Research Results and Technology developed, Members must comply with Section 5, Confidentiality.

4.3 Equipment and Facilities

Membership in the Consortium facilitates access to the equipment and facilities of **LFST PROGRAM** for research and training. **LFST PROGRAM** has the sole right to approve or disapprove the Member's use of

such equipment and facilities in order to ensure that the goals and objectives of the Consortium's Research Program are best met. **LFST PROGRAM** and the Consortium will agree on reasonable usage of **LFST PROGRAM** facilities and equipment. The Member may be charged for costs resulting from facilities usage that exceeds the amount established as reasonable by the Consortium.

4.4 Consortium Steering Committee

Research and development activities under the Consortium will be managed by UH, which shall take into account input from a Steering Committee ("SC") to the extent possible. The **Consortium** Steering Committee will consist of at least one representative from each Member, supplemented by technical experts (selected by the SC) as necessary. The SC will advise on technical strategies and research topics to accomplish purposes consistent with the Consortium's goals. Each Member will have the right to change its SC representative at any time with written notice to the other SC members. The SC will meet on a regular basis as agreed by its members.

4.5 Membership Meetings

LFST PROGRAM will host meetings of the entire membership at which time developments, prototypes, and research topics will be reviewed and discussed. A copy of progress will be provided on electronic medium to Consortium Members. Members will be given six weeks' notice of a meeting. Travel to the meetings will be at the expense of each Member company.

4.6 Technical Reviews

LFST PROGRAM may, if requested, hold technical reviews for Members at their request and at the Member's site if the review has no impact on the Consortium's Research Program. **LFST PROGRAM** travel expenses will be borne by the Member requesting the review.

4.7 Publications

Results of research conducted by **LFST PROGRAM** under this Membership Agreement will be made available to Members only for a period of six months. Due to extensive lead times required by professional journals, **LFST PROGRAM** reserves the right to submit papers for publication prior to the end of this period. Since **LFST PROGRAM** recognizes the value of the research undertaken, it agrees that it will hereby, prior to publication, provide to Members abstracts of all manuscripts pertaining to the Consortium's Research Program at the time they are submitted for publication. Members may select from the abstracts those for which they want full text in advance of publication. Once Members receive complete manuscripts, subsequent manuscript revisions will be transmitted to the Member. Any M.S. and Ph.D. theses that are as a result of work done in this Consortium will be available to the general public.

UH may publish results of Consortium research that include Confidential Information, as long as it provides Members with a copy of the proposed publication at least thirty (30) days in advance. Members may request changes to the proposed publication to protect their own Confidential Information, and may request a delay in publication for at least sixty (60) days to allow for filing of a patent application covering any invention described therein. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

4.8 Graduate Students

LFST PROGRAM assists Members in securing access to graduate students, who as part of their education and training, are involved in research at UH/**LFST PROGRAM**. Such students may be considered as possible candidates for future employment by Members.

5. CONFIDENTIALITY

Confidential Information means all Research Results, Technologies or business information which is proprietary to the Consortium or to any Member, regardless of its nature or the manner in which each Member protects it, including, but not limited to, patentable technology (prior to the issuance of patents), trade secrets and know-how, or which is covered by a confidential disclosure agreement executed by the Members. Any confidential disclosure agreement must have the approval of the UH Office of Technology Transfer and Innovation. Except for information excluded below, the Members agree to use the same efforts to protect the confidential nature of the Confidential Information as each uses for its own proprietary information, but no less than a reasonable standard of care. Such obligation of confidentiality shall last during the term of this Membership Agreement (including any extensions) and for a period of seven (7) years thereafter and shall expire thereafter without notice.

Consortium Confidential Information includes all Background IP and Consortium IP. UH and Members will be required to hold Consortium Confidential Information in confidence during the term of this Membership Agreement (including any extensions) and for a period of seven (7) years thereafter, subject to usual exceptions for information already in the public domain, received from others on a non-confidential basis, or independently developed, and subject to UH's publication rights above. Members may share Consortium Confidential Information with their Affiliates and contractors that have agreed to be bound by confidentiality and restricted use obligations at least as stringent as those in the Membership Agreement.

UH will not provide to Members any third party confidential information without their written consent.

Each Member shall take all reasonable measures necessary to prevent the use of the Research Results and Technologies developed during the term of this Membership Agreement (including any extensions) and for a period of three (3) years thereafter for any purpose other than the performance of their obligations or the exercise of their rights under this Membership Agreement except (1) as authorized by mutual agreement between the Members as may be necessary in collaboration with (a) UH/**LFST PROGRAM** contracts and subcontracts, (b) licenses to Members or third-parties, and/or (c) reviews of the progress of the research. Further, nothing herein shall prevent **LFST PROGRAM** from publishing the results of research which is partially or wholly funded at public expense or conducted with the use of public facilities, or is required to be made public to maintain a party's Not-For-Profit (501C) Status.

Nothing herein shall prevent **LFST PROGRAM** or Members from using, disclosing or authorizing the disclosure of any Information which is (a) in the public domain by reason of acts not attributable to the party desiring to use, disclose or authorized the disclosure of such information; or (b) is already known to the party; or (c) is received by a party from a third-party without similar restriction and without breach of any obligation owed to any party; or (d) is independently developed by the party without similar restriction and without breach of any obligation owed to any party; or e) is furnished by other party to a third-party without similar restrictions on the third-party's rights and without breach of any duty under

this Membership Agreement; or (f) is legally required to be disclosed to any governmental agency, at which time all Members will be notified.

6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY

NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER NOT SET FORTH IN THIS MEMBERSHIP AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO CONFIDENTIAL INFORMATION, INVENTIONS, TECHNOLOGY, MASK WORKS, SOFTWARE, TECHNICAL DATA, OR THAT THE USE OF ANY OF THE FOREGOING WILL NOT INFRINGE ANY PATENT, COPYRIGHT, MASK WORK OR OTHER PROPRIETARY RIGHT. NO PARTY SHALL BE HELD TO ANY LIABILITY WITH RESPECT TO ANY CLAIM ARISING FROM OR ON ACCOUNT OF A MEMBER'S USE OF ANY OF THE FOREGOING REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. TO THE EXTENT THAT A PARTY GRANTS A SUB-LICENSE OR OTHERWISE TRANSFERS ANY TECHNOLOGY, INVENTION, SOFTWARE, MASK WORK OR TECHNICAL DATA, THAT PARTY THEREBY INDEMNIFIES AND HOLDS HARMLESS THE OTHER PARTIES WITH RESPECT TO ANY CLAIM ARISING OUT OF THE SUB-LICENSE OR TRANSFER. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANOTHER PARTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER.

INSOFAR AS ANY CONFIDENTIAL INFORMATION, INVENTION, MASK WORKS OR TECHNICAL DATA COVERED BY THIS MEMBERSHIP AGREEMENT SHALL HAVE ORIGINATED, IN WHOLE OR IN PART, FROM A MEMBER OR OTHER ORGANIZATIONS SIMILARLY AFFILIATED AS MEMBER, THEIR STAFF, FACULTY, STUDENTS, EMPLOYEES AND USED, SUB-LICENSED OR TRANSFERRED BY MEMBER, THE PARTIES HEREBY AGREE THAT THIS DISCLAIMER AND LIMITATION OF LIABILITY SHALL EXTEND TO THE PARTICIPATING INSTITUTIONS AND OTHER ORGANIZATIONS SIMILARLY AFFILIATED AS MEMBERS.

UH and Member each warrant having all necessary rights, power, and authority to grant the rights and licenses granted in the Membership Agreement. UH and Member each make no other representation or warranty, express or implied, including any warranty of fitness or suitability for any particular purpose, utility, accuracy, merchantability, or non-infringement of third party intellectual property rights with respect to any Background IP or Consortium IP.

Without waiving any applicable sovereign immunity of UH and to the extent authorized by law, each party bears full responsibility, without limit, for its gross negligence or willful misconduct attributable to its managerial and senior supervisory personnel and in no event will a party be required to release or indemnify the other party for gross negligence or willful misconduct attributable to the other party's managerial or senior supervisory personnel.

Notwithstanding the last paragraph below, without waiving any applicable sovereign immunity of UH and to the extent authorized by law, UH will indemnify, defend, and hold each Member Group harmless from claims, demands, damages, liabilities, and causes of action arising out of activities under the relevant Membership Agreement which are asserted by or arise in favor of University Group due to personal injury, death, or loss of or damage to property WHETHER OR NOT CAUSED BY THE SOLE, JOINT, AND/OR CONCURRENT NEGLIGENCE OF THE MEMBER GROUP AND/OR ANY CLAIM OF STRICT LIABILITY, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MEMBER GROUP.

Notwithstanding the last paragraph below, Member will indemnify, defend, and hold University Group and other Member Groups harmless from claims, demands, damages, liabilities, and causes of action arising out of activities under the relevant Membership Agreement which are asserted by or arise in favor of the indemnifying Member Group due to personal injury, death, or loss of or damage to property WHETHER OR NOT CAUSED BY THE SOLE, JOINT, AND/OR CONCURRENT NEGLIGENCE OF UNIVERSITY GROUP OR ANOTHER MEMBER GROUP, AND/OR ANY CLAIM OF STRICT LIABILITY, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UNIVERSITY GROUP OR ANOTHER MEMBER GROUP.

For purposes of the above, "University Group" means UH and its Affiliates, as well as the officers, directors, employees, agents, contractors and representatives of UH and its Affiliates (including students and post-doctoral fellows). "Member Group" means a Member and its Affiliates, as well as the directors, employees, agents, and representatives of the Member and its Affiliates.

Member shall indemnify, defend and hold University Group and other Member Groups harmless from claims, demands and causes of action asserted against University Group or the other Member Groups by any third party for personal injury, death or loss of or damage to property resulting from the negligence, gross negligence, or willful misconduct of the indemnifying Member Group and which arise out of or are related in any way to the subject matter of this Membership Agreement; and UH shall indemnify, defend and hold Member Group harmless from claims, demands and causes of action asserted against Member Group by any third party for personal injury, death or loss of or damage to property resulting from the negligence, gross negligence, or willful misconduct of University Group and which arise out of or are related in any way to the subject matter of this Membership Agreement. However, where personal injury, death, or loss of or damage to property is the result of joint negligence, gross negligence, or willful misconduct of Member Group and University Group, the indemnitor's duty of indemnification shall be in proportion to its group's allocable share of joint negligence, gross negligence, or willful misconduct. If either Member Group or University Group is strictly liable under law, the other party's duty of indemnification shall be in the same proportion that its group's negligence, gross negligence, or willful misconduct contributed to the personal injury, death, or loss of or damage to property for which one or more members of the other group is strictly liable.

7. GENERAL

7.1 Franchise Tax Certification

Member certifies that, upon the effective date of this agreement, either (1) it is not delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of such taxes. Member agrees that any false statement with respect to franchise tax status shall be a material breach hereof, and **LFST PROGRAM** shall be entitled to terminate this agreement upon written notice thereof to member.

7.2 Government Rights

Notwithstanding any other provision in this Membership Agreement to the contrary, this Membership Agreement and any License or other right granted or to be granted pursuant hereto are subject to the rights of the United States or of the State of Texas under applicable statutes or regulations, and such rights shall survive unaffected the granting of any rights or licenses under this Membership Agreement.

7.3 Governing Language

In the event that a translation of this agreement is prepared and signed by the parties for the convenience of the Member, this English language version shall be the official version and shall govern if there is a conflict between the two.

7.4 Resolution of Disputes

Any dispute or controversy arising over the sections on Ownership, Royalty Rates, and Joint Ownership of this Membership Agreement, and only such sections, and their construction, shall be conducted by mediation in Houston, Texas. Best efforts will be made to achieve a successful resolution; however, all mediation is considered non-binding until approved by the Attorney General of the State of Texas, or an appropriate designee. In the event mediation fails to resolve the dispute, each party shall be free to proceed in the manner it deems to be in their best interest.

7.5 Severability

Should a court of competent jurisdiction later consider any provision of the Membership Agreement to be invalid, illegal, or unenforceable, it shall be considered severed from this Membership Agreement. All other provisions, rights and obligations shall continue without regard to the severed provisions, provided that the remaining provisions of this Membership Agreement are in accordance with the intention of the parties.

7.6 Effect of Headings

The headings of the various sections and paragraphs of this Membership Agreement are used solely for the convenience of the parties and do not form a part hereof and are not intended to affect the interpretation or meaning of this Membership Agreement.

7.7 Compliance with Laws

All parties shall comply with all applicable laws and governmental rules and regulations of the United States and the State of Texas that directly affect such parties conduct in the performance of this Membership Agreement. This Membership Agreement, any license or other right granted or to be granted thereunder shall be subject to revision to conform with any determination by the government of either the United States or the State of Texas under such laws, rules, or regulations, including, but not limited to, the granting of licenses, the duration of licenses, the amount of royalties thereunder, and the export of Technology beyond the borders of the United States. Members shall provide **LFST PROGRAM** with any information or report required to comply with any such determination, laws, rules, or regulations. Any inconsistency between this Membership Agreement and the pertinent provisions of any such determination, law, rule, or regulation shall be resolved by conforming this Membership Agreement to such determination, law, rule, or regulation.

Member acknowledges that the information and technology provided under the Membership Agreement may be subject to laws or regulations restricting their export, re-export, transfer or release to certain legal entities, individuals, governments and/or destinations, including, but not limited to, United States trade sanctions and export control laws and regulations. Member agrees that it will not export, re-export, transfer, furnish, deliver, or release the information and technology made available to it hereunder to any

individual, entity or destination, or for any use, except in full accordance with all applicable laws, regulations, and requirements of the United States with respect to export control and trade sanctions.

7.8 Assignment

This Membership Agreement shall not be assigned by the Member except as part of a sale of all of the Member's business and, in such event, only in its entirety and upon prior written notice to and approval from **LFST PROGRAM**. Thereafter, the term Member, when used in this Membership Agreement, shall mean the approved assignee of the Member.

7.9 Use of Names

Parties shall not use in any advertising, promotional, or sales literature the name (or any adaptation of the name) of other parties without their prior written consent.

Neither UH nor Member will use each other's or their Affiliates' names without permission in any publicity, advertising, or publication relating to the Consortium. However, the parties may agree in advance that UH may include the Member's name and/or logo in its list of Consortium Members, and the Member may publicly disclose it sponsors research at UH.

7.10 Notices

Any notice other than routine correspondence that is required or permitted to be given by this Membership Agreement shall be given by certified mail, addressed as follows:

To **LFST PROGRAM**:
Director, **LFST PROGRAM**
University of Houston
Houston, Texas 77204

With a Copy to:
Attn: Director
University of Houston
DOR-
Office of Contracts & Grants
4302 University Dr.; E. Cullen Bldg., Room 316
Houston, Texas 77204-2163

To Member:
COMPANY NAME
COMPANY CONTACT
COMPANY ADDRESS

7.11 Termination

The Consortium may be terminated at any time by mutual consent of the membership. In such event any rights accrued in property, copyrights or other intellectual property shall be disposed of as provided in Sections 3 and 4. Any excess fees will remain with the UH-**LFST PROGRAM** to be used at its sole discretion. Members may terminate their membership in writing, giving a thirty (30) day notice. No membership fees or portions thereof shall be returned.

Membership Agreement terminates automatically at the end of the Term, unless terminated earlier by written agreement of UH and Member.

UH or Member may terminate a Membership Agreement if the other party materially breaches and fails to cure such breach (if such breach is curable) or reach agreement with the non-breaching party on a plan to mitigate the breach within sixty (60) days of being notified in writing to do so. The non-breaching party shall provide written notice of its termination of the Membership Agreement to the breaching party and termination shall be effective as of the effective date of the notice. The breaching party's licenses to the non-breaching party's Background IP and (if applicable) Consortium IP shall end, but the non-breaching party's licenses to the breaching party's Background IP and (if applicable) Consortium IP shall continue.

Member may terminate its Membership Agreement at any time, without cause, by providing at least thirty (30) days' written notice to UH, but such Member will remain obligated to pay all outstanding fees already committed in its Membership Agreement for the year of termination. If the Membership Agreement is terminated by Member without cause, UH and other Members will retain all licenses to the terminating Member's Background IP, and the terminating Member will continue to enjoy licenses to Background IP and Consortium IP already received, but not to any future results.

7.12 Option to Negotiate License

It is acknowledged that UH and the ExxonMobil Upstream Research Company (URC) entered into a licensing agreement whereby UH shall utilize certain URC technology under the LFST PROGRAM. If URC terminates the UH Licensing Agreement pursuant to Section 6.2 during the Consortium Period, any Member sublicensed by University under URC Technical Information and/or URC Patent Rights at the time of termination of the Agreement shall have the option to receive a license directly from URC to (i) continue independent research with similar goals as the Consortium; and (ii) enjoy their rights to Consortium IP within their Normal Operations (the "**Option**"). Any Member sublicensed by University at the time of termination of the Agreement may exercise the Option by providing written notice to URC within sixty (60) days of URC's termination of the Agreement in accordance with the Notice Section in 7.10 of this Membership Agreement. If at the time of providing written notice the Member in question had met the Vesting Criteria corresponding to that Member's plan, the license shall become effective immediately upon URC's receipt of the notice. If the Member had not met the Vesting Criteria corresponding to its plan, the license shall become effective only if and when the Member pays in full to URC a license fee equal to the difference between the cumulative fees paid to University as of the date of termination of the Agreement and the amount necessary to meet the applicable Vesting Criteria.

7.13 Survival of Certain Obligations

The termination of this Membership Agreement shall not relieve any party of any obligation hereunder to maintain confidentiality, keep records, make payment of any sums due, or to make payment of fees otherwise required by this Membership Agreement.

UH will keep records of Consortium activities in accordance with generally accepted accounting procedures for three (3) years after termination or expiration of Membership Agreement.

7.14 Miscellaneous

UH and Member shall establish and maintain precautions to prevent its employees, agents or representatives from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other consideration to employees, agents, or representatives of the other party for the purpose of influencing those persons to act contrary to the best interests of the other party. This obligation shall apply to the activities of the employees of UH and Member in their relations with the employees of the other party and their families, as well as relations with vendors and contractors of the other party, arising from the Membership Agreement.

7.15 Applicable Law

The interpretation and applications of the provisions of the Membership Agreement shall be governed by the laws of the State of Texas, provided that all questions concerning the construction or effect of patent applications and patents shall be decided in accordance with the laws of the country in which the particular patent applications or patent conceived has been filed or granted as the case may be.

This Membership Agreement is signed by the University of Houston and COMPANY NAME and reviewed and approved by the **LFST PROGRAM** to indicate acceptance of membership in the **LFST PROGRAM** Consortium.

Effective the _____ day of _____, _____.

University of Houston

Name: _____

Title: _____

COMPANY NAME

Name: _____

Title: _____

Reviewed and accepted:

LFST PROGRAM

Name: _____

Title: Director, LFST PROGRAM

EXHIBIT A

Scope of Work

The Consortium will research and develop new technologies for step-change improvements in seismic acquisition of low frequencies, and best practices using the new bandwidth in imaging and inversion.

- Acquisition research issues include theory development, scaled experiments, full and/or application scale experiments including the design, construction, and testing of experimental prototypes.
- Imaging and inversion research issues include theory, algorithm and coding development, numerical testing, and test application to broadened bandwidth data. Leveraging other consortia may be possible where common interests exist.

The Consortium will develop recommendations and specifications for industrial use of successful technologies.

The Consortium deliverables will include research results, access to students, and licensing for commercial use. Research results and reports will be available to members documenting:

Theory development and computer studies –

- Theory and analytical developments, numerical analyses, and conclusions for practical applicability.
- Testable predictions of critical elements needing experimental validation.

Scaled experiments –

- Experimental methods, procedures, and results.
- Conclusions on the validity or deficiencies in theory or experiment, and implications for full-scale experiments.

Application scale prototypes and experiments –

- Design and fabrication, device characterizations, experiments and results.
- Recommendations and specifications for industrial exploration applications.

Imaging/inversion algorithm development and testing.

Members will have access to students working Consortium projects.

UNIVERSITY of **HOUSTON** | RESEARCH

EXHIBIT B Member Fee Schedule

Membership Plan	Term and Fees	Special Options for Renewal	Vesting Criteria	Rights to UH Background IP	Rights to Consortium IP
A (Available only to Founder Members)	5 years @ \$100K / year	May be contiguously followed with: (a) 5 years @ \$100K / year, or (b) 3 years @ \$125K / year	< \$500K	Non-exclusive, royalty-free license (NERF) as needed to participate in the Consortium.	Non-exclusive license to use Consortium IP in Member's and its Affiliates' Normal Operations (Royalty).
		After the first renewal, subsequent renewal fees are subject to change.	≥ \$500K	NERF as needed to participate in the Consortium and use Consortium IP in Member's and its Affiliates' Normal Operations.	NERF to use Consortium IP in Member's and its Affiliates' Normal Operations.
B (Available only to Founder Members)	3 years @ \$125K / year	May be contiguously followed with 3 years @ \$125K / year.	< \$500K	NERF as needed to participate in the Consortium.	Non-exclusive license to use Consortium IP in Member's and its affiliates' Normal Operations (Royalty).
		After the first renewal, subsequent renewal fees are subject to change.	≥ \$500K	NERF as needed to participate in the Consortium and use Consortium IP in Member's and its Affiliates' Normal Operations.	NERF to use Consortium IP in Member's and its Affiliates' Normal Operations.
C	3 years @ \$150K / year	No special options. Renewal fees are subject to change.	< \$1M	NERF as needed to participate in the Consortium.	Non-exclusive license to use Consortium IP in Member's and its Affiliates' Normal Operations (Royalty).
			≥ \$1M	NERF as needed to participate in the Consortium and use Consortium IP in Member's and its Affiliates' Normal Operations.	Non-exclusive license to use Consortium IP in Member's and its Affiliates' Normal Operations (Royalty, but member fees credited against royalty).
D	1 year @ \$200K / year	No special options. Renewal fees are subject to change.	< \$1M	NERF as needed to participate in the Consortium.	Non-exclusive license to use Consortium IP in Member's and its Affiliates' Normal Operations (Royalty).
			≥ \$1M	NERF as needed to participate in the Consortium and use Consortium IP in Member's and its Affiliates' Normal Operations.	Non-exclusive license to use Consortium IP in Member's and its Affiliates' Normal Operations (Royalty, but member fees credited against royalty).

Member selects Membership Plan ____ .