

SOFTWARE LICENCE AGREEMENT

between

INNOVA DRILLING AND INTERVENTION LIMITED

and

[●]

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SOFTWARE LICENCE AGREEMENT

PARTIES

- (1) INNOVA DRILLING AND INTERVENTION LIMITED incorporated and registered in Scotland with company number SC398255 whose registered office is at Union Plaza (6th Floor), 1 Union Wynd, Aberdeen AB10 1DQ (**Supplier**)
- (2) [FULL COMPANY NAME] incorporated and registered in Scotland with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Customer**)

BACKGROUND

The Supplier is the entire legal and beneficial owner and licensor of the Software (as defined below) and is willing to license the Customer to use the Software on these terms and conditions.

AGREED TERMS

1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this licence.

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

End User Licence Agreement: means the licence set out in the Schedule Part 1.

Fee: the licence fee as advertised on the Supplier's website payable by the Customer to the Supplier under clause 5.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Maintenance Release: release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

New Version: any new version of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Software: the computer programs known as agreed to be supplied and any Maintenance Release which is acquired by the Customer during the subsistence of this licence.

User Count: the maximum number of users of the Software being [INSERT NUMBER].

1.2 **Holding company** and **subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006.

1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.4 Unless the context otherwise requires:

1.4.1 words in the singular shall include the plural and in the plural shall include the singular;

1.4.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.4.3 a reference to one gender shall include a reference to the other genders; and

1.4.4 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 In the case of conflict or ambiguity between any provision contained in the body of this agreement and any provision contained in the schedules or appendices, the provision in the body of this agreement shall take precedence.

1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.7 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2 **DELIVERY AND ACCEPTANCE**

2.1 The Supplier shall deliver one copy of the Software electronically (with any applicable activation codes) to the Customer via the address agreed between the parties within five days of payment of the Fee. Risk in any tangible media on which the Software is delivered shall pass on delivery.

2.2 The Customer shall be deemed to have accepted the Software when the Customer commences use of the Software.

3 LICENCE AND TERM OF LICENCE

- 3.1 In consideration of the Fee to be paid by the Customer to the Supplier in accordance with the terms of this agreement, the Supplier grants to the Customer a non-exclusive licence to use the Software subject to the terms of this agreement and the terms of the End User Licence Agreement.
- 3.2 The licence granted under clause 3.1 shall automatically come to an end one year after the date the Software is delivered to the Customer under clause 2.1. The licence granted under clause 3.1 may be extended for further separate periods of one year subject to payment of an annual Fee as advertised on the Supplier's website at the time of renewal. At the time of renewal any New Versions of the Software will be provided to the Customer.
- 3.3 In relation to scope of use the Customer may not use the Software other than as specified in clause 3.1 without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.
- 3.4 The Customer shall not:
- 3.4.1 sub-license, assign or novate the benefit or burden of this agreement in whole or in part;
 - 3.4.2 allow the Software to become the subject of any charge, lien or encumbrance; and
 - 3.4.3 deal in any other manner with any or all of its rights and obligations under this agreement,
- without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.
- 3.5 The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this agreement, provided it gives written notice to the Customer.
- 3.6 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 3.7 The Customer shall:
- 3.7.1 ensure that the number of persons using the Software does not exceed the User Count;
 - 3.7.2 ensure that the Software is installed on designated equipment only;

- 3.7.3 keep a complete and accurate record of the Customer's copying and disclosure of the Software and its users, and produce such record to the Supplier on request from time to time;
- 3.7.4 notify the Supplier as soon as it becomes aware of any unauthorized use of the Software by any person;
- 3.7.5 pay, for broadening the scope of the licences granted under this agreement to cover the unauthorized use, an amount equal to the fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 5.3, from such date to the date of payment.

4 MAINTENANCE RELEASES

The Supplier will provide the Customer with all Maintenance Releases generally made available to its customers. The Supplier warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software. The Customer shall install all Maintenance Releases as soon as reasonably practicable after receipt.

5 FEES

- 5.1 The Customer shall pay to the Supplier the Fee within thirty days of execution of this agreement.
- 5.2 All sums payable under this agreement are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.
- 5.3 If the Customer fails to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting the Supplier's remedies under clause 10, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of Scotland plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6 CONFIDENTIALITY

Each party shall, during the term of this agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the

other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

7 SUPPLIER'S WARRANTIES

The warranties set out in the End User Licence Agreement at condition 5 are the sole warranties provided in connection with the Software and its use. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

8 LIMITS OF LIABILITY

The limits of liability set out at condition 6 of the End User Licence Agreement set out the entire liability of the parties under the terms of this agreement.

9 INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that all Intellectual Property Rights in the Software and any Maintenance Releases belong and shall belong to the Supplier, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this agreement.

10 DURATION AND TERMINATION

10.1 The Supplier may terminate this agreement immediately by written notice to the Customer if:

10.1.1 the Customer fails to pay the any Fees due;

10.1.2 the Customer commits a material or persistent breach of this agreement which the Customer fails to remedy (if remediable) within 14 days after the service on the Customer of a written notice requiring the Customer to do so; or

10.1.3 a petition for a bankruptcy order to be made against the Customer has been presented to the court; or

10.1.4 the Customer (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into

liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.

10.2 Upon termination for any reason:

10.2.1 all rights granted to the Customer under this agreement shall cease;

10.2.2 the Customer must cease all activities authorised by this agreement;

10.2.3 the Customer must immediately pay to the Supplier any sums due to the Supplier under this agreement; and

10.2.4 the Customer must immediately delete or remove the Software from all computer equipment in the Customer's possession and immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in the Customer's possession, custody or control and, in the case of destruction, and the Customer must certify to the Supplier that they have done so.

10.3 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement including clauses 1 and 6 through to and including 17 (as applicable) the relevant conditions of the End User Licence Agreement shall remain in full force and effect.

11 NOTICES

11.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this Clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

11.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 11.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one business day after transmission.

12 **SEVERANCE**

12.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the agreement.

12.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13 **WAIVER**

A waiver of any right under this agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14 **NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15 **THIRD PARTIES**

A person who is not a party to this agreement shall not have any rights to enforce its terms.

16 **VARIATION**

Except as set out in this agreement, no variation of the agreement shall be effective unless it is agreed in writing and signed by the parties.

17 **GOVERNING LAW AND JURSDICTION**

17.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Scotland.

17.2 Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF: these presents consisting of this and the preceding six pages together with the schedule in one part annexed hereto are executed as follows:

Signed for and on behalf of INNOVA DRILLING AND INTERVENTION LIMITED by its duly authorised signatory as follows:-

..... Director Witness
..... Full name Full Name
..... Date of Signature Address
..... Place of Signature

Signed for and on behalf of [INSERT NAME OF COMPANY] by its duly authorised signatory as follows:-

..... Director Witness
..... Full name Full Name
..... Date of Signature Address
..... Place of Signature

This is the Schedule (in 1 part) referred to in the foregoing Software Licence Agreement between Innova Drilling and Intervention Limited and [●] dated [●].

Schedule

Part 1: End User Licence Agreement

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE: This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Innova Drilling and Intervention Limited of Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, Scotland, AB10 1DQ (**Licensor, we or us**) for the software (being either one or both Well Seeker Pro or Innova Engineering) (**Software**) which you have selected to either trial or purchase , which includes computer software, the data supplied with it, the associated media, and electronic documentation comprising the Installation Guide, the details of the Software available from the Licensor's website and the PDF user manual provided with the download of the Software (**Documentation**).

THIS SOFTWARE REQUIRES (1) A COMPUTER WITH A MINIMUM OF 512MB OF MEMORY, (2) MICROSOFT WINDOWS 7, 8 OR 10 OPERATING SYSTEM AND (3) MICROSOFT EXCEL 2007 OR XP.

BY CLICKING ON THE "AGREE" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE INSTALLATION OF THE SOFTWARE NOW BY CLICKING ON THE "I DO NOT AGREE" BUTTON BELOW. IN THIS CASE YOU MUST RETURN THE MEDIUM ON WHICH THE SOFTWARE IS STORED AND ALL ACCOMPANYING DOCUMENTATION TO US WITHIN 30 DAYS OF PURCHASE. IF YOU DO THIS YOUR LICENCE FEE WILL BE REFUNDED.

1 GRANT AND SCOPE OF LICENCE

1.1 In consideration of payment of an annual licence fee (except where the Software is downloaded on a trial basis), the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence. If you do not renew your licence fee in one year, your licence will come to an end one year from the date of download of the Software and your licence to use the Software will automatically come to an end. If you have selected the option to trial the Software, your licence to trial the Software is subject to the terms of this Licence and your licence to use the Software will come to an end thirty days from the date of download of the Software. You may only use the Software under a trial period once.

1.2 You may:

- 1.2.1 install and use the Software for your internal business purposes only on one CPU;
- 1.2.2 transfer the Software from one computer to another provided it is used on only one computer at any one time;
- 1.2.3 receive and use any free supplementary critical software code or update of the Software incorporating "patches" and corrections of critical errors as may be provided by the Licensor from time to time; and
- 1.2.4 use any Documentation in support of the use permitted under condition 1.1 as is reasonably necessary for its lawful use.

2 LICENSEE'S UNDERTAKINGS

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- 2.1.1 not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
- 2.1.3 not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- 2.1.4 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
- 2.1.5 is used only for the purpose of achieving inter-operability of the Software with another software program;
- 2.1.6 is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
- 2.1.7 is not used to create any software which is substantially similar to the Software;

- 2.1.8 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
 - 2.1.9 to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
 - 2.1.10 to include the copyright notice of the Licensor on all entire and partial copies of the Software in any form;
 - 2.1.11 not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from the Licensor;
 - 2.1.12 not to use the Software via any communications network or by means of remote access.
- 2.2 You must permit the Licensor and his representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.
- 2.3 You confirm and warrant that you will not use or permit the use of the Software (whether through permission or act of omission) in any way which would breach (directly or indirectly) EU restrictive measures, including but not limited to financial and economic sanctions or the same as implemented by European Union member states.
- 2.4 You shall indemnify us against any losses, liabilities, penalties, damages, costs, claims and expenses (including but not limited to legal fees and investigation expenses) incurred by, or awarded against, us as a result of any breach of the warranties set out in condition 2.3 by you or your associated persons, any person working for you or any third party retained by you.

3 **SUPPORT**

The Licensor's technical support staff will endeavour to answer by email and / or telephone, any queries which you may have regarding the use or application of the Software. For email support please contact support@innova-drilling.com, and for telephone support please call +44 (0)7711 411079 between the hours of 09:00 and 17:00 Monday – Friday.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to the Licensor, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- 4.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

5 WARRANTY

- 5.1 The Licensor warrants that:
- 5.1.1 the medium on which the Software is stored and distributed is (at the time it is supplied), and will be for the period of 90 days after that time (Warranty Period), free from defects in design, material and workmanship under normal use. If a defect in the medium occurs during the Warranty Period, the Licensor will replace it free of charge if you return it to the Licensor with proof of purchase and (so far as you are able) a documented example of such defect or error;
 - 5.1.2 always subject to condition 5.2 and 5.3, during the Warranty Period, the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed as referred to in the accompanying documentation), and the Documentation correctly describes the operation of the Software in all material respects; and
 - 5.1.3 it has tested the Software for viruses using commercially available virus-checking software, consistent with current industry practice.
- 5.2 YOU ACKNOWLEDGE THAT THE SOFTWARE HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE SOFTWARE AS DESCRIBED IN THE DOCUMENTATION MEET YOUR REQUIREMENTS.
- 5.3 YOU ACKNOWLEDGE THAT THE SOFTWARE MAY NOT BE FREE OF BUGS OR ERRORS AND YOU AGREE THAT THE EXISTENCE OF ERRORS SHALL NOT CONSTITUTE A BREACH OF THIS LICENCE. WE DO NOT WARRANT THAT THE CONTENT OF THE SOFTWARE IS ACCURATE, CURRENT OR ERROR-FREE AND WE EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OF THE CONTENT OF THE SOFTWARE AND DUE TO THE NATURE

OF THE SOFTWARE, YOU AGREE AND ACKNOWLEDGE THAT YOU WILL VERIFY ANY RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE.

- 5.4 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this Licence, the Licensor will, at its sole option, repair or replace the Software, provided that you make available all information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

6 LICENSOR'S LIABILITY

- 6.1 This condition sets out the entire liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:

- 6.1.1 any breach of this Licence however arising;
- 6.1.2 any use made or resale of the Software or the Documentation by you, or of any product or service incorporating any of the Software or the Documentation; and
- 6.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Licence.

This condition is always subject to the warranties set out at condition 5 above.

- 6.2 Nothing in this Licence shall limit or exclude the liability of either party for:

- 6.2.1 death or personal injury resulting from negligence; or
- 6.2.2 fraud or fraudulent misrepresentation; or
- 6.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 6.2.4 breach of section 2 of the Consumer Protection Act 1987; or
- 6.2.5 the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.

6.3 Without prejudice to conditions 2.4 and 6.2, neither party shall under any circumstances whatever be liable to the other, whether in contract, delict (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

6.3.1 loss of income;

6.3.2 loss of business profits or contracts;

6.3.3 business interruption;

6.3.4 loss of the use of money or anticipated savings;

6.3.5 loss of information;

6.3.6 loss of opportunity, goodwill or reputation;

6.3.7 loss or deferral of production;

6.3.8 loss of product;

6.3.9 loss of, damage to or corruption of data; or

6.3.10 any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 6.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 5 or any other claims for direct financial loss that are not excluded by any of categories (a) to (j) inclusive of this condition 6.3.

6.4 Subject to condition 6.2 and condition 6.3, the Licensor's maximum aggregate liability under or in connection with this Licence, whether in contract, delict (including negligence) or otherwise, shall in all circumstances be limited to the annual licence fee paid.

6.5 Subject to condition 6.2 and condition 6.3, the Licensor's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

6.6 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

7 **TERMINATION**

7.1 The Licensor may terminate this Licence immediately by written notice to you if:

- 7.1.1 you fail to pay the any Licence fees due;
- 7.1.2 you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
- 7.1.3 a petition for a bankruptcy order to be made against you has been presented to the court; or
- 7.1.4 the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.

7.2 Upon termination for any reason:

- 7.2.1 all rights granted to you under this Licence shall cease;
- 7.2.2 you must cease all activities authorised by this Licence;
- 7.2.3 you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- 7.2.4 you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

8 **TRANSFER OF RIGHTS AND OBLIGATIONS**

8.1 This Licence is binding on you and us and on our respective successors and assigns.

8.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

- 8.3 The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.

9 NOTICES

All notices given by you to the Licensor must be given to Innova Drilling and Intervention Ltd at Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, Scotland, AB10 1DQ. The Licensor may give notice to you at either the e-mail or postal address you provided to it when purchasing the Software. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10 EVENTS OUTSIDE THE LICENSOR'S CONTROL

- 10.1 The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of his obligations under this Licence that is caused by an event outside his reasonable control (**Force Majeure Event**).
- 10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 10.2.1 strikes, lock-outs or other industrial action;
 - 10.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 10.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 10.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 10.2.5 impossibility of the use of public or private telecommunications networks;
 - 10.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
- 10.3 The Licensor's performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and he will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

11 **WAIVER**

- 11.1 If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 11.2 A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.
- 11.3 No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12 **SEVERABILITY**

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13 **ENTIRE AGREEMENT**

- 13.1 This Licence and any document expressly referred to in it constitute the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software and Documentation.
- 13.2 We each acknowledge that, in entering into this Licence (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or those documents.
- 13.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence.
- 13.4 Nothing in this clause shall limit or exclude any liability for fraud.

14 **LAW AND JURISDICTION**

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Scots law and submitted to the non-exclusive jurisdiction of the Scottish courts.