

Program License Agreement

IMPORTANT! Please read the following carefully.

By clicking the "I Agree" button when you install the Program and downloading, installing, and using the Program, You agree to be bound to the terms of this Agreement. If you are accepting these terms on behalf of another person, a company or other legal entity, You represent and warrant that You have full authority to bind that person, company or legal entity to this Agreement. If you do not agree to these terms, please click the "I Do Not Agree" button during installation to exit this Agreement and do not attempt to download, install or use the Program.

"Agreement" means this Program License Agreement

"Pason" means Pason Systems Corporation or one of its subsidiaries.

"Program" means Pason's software, including upgrades, updates, fixes, modifications, new releases, in whole or in part; machine-readable instructions and data, components, audio-visual content (such as images, text, recordings, or pictures), third party licensed materials, and license use documents or keys, and documentation.

"You" and **"Your"** refer either to an individual person or to a single legal entity.

This Agreement is the complete agreement between You and Pason regarding the use of the Program. It replaces any prior oral or written communications between You and Pason concerning Your use of the Program.

License

The Program is owned by Pason, and is licensed, not sold. Pason hereby grants You a non-exclusive, non-transferable, royalty-free, non-sublicensable (except as explicitly provided herein) limited license to use the Program when You lawfully acquire it. All rights not explicitly granted herein are reserved by Pason. Your use of the Program is subject to the following restrictions:

- a. Use of the Program is geographically limited to land based wells drilled in North America, South America and Central America, excluding off-shore applications and the remainder of the world.
- b. You will be provided with a USB key for each license purchased, each key will work with one (1) installation of the software at a time. You may allow a third party contractor to install and make use of the Program as contemplated in this Agreement so long as such third party contractor (i) agrees to abide and be bound by the terms of this Agreement in writing and uses the Program solely for Your benefit; (ii) at all times You do not exceed the lawful number of licensed copies of the Program that You have acquired; and (iii) You do not make copies of or attempt to duplicate USB keys.
- c. The duration of your license is granted solely for the period of time agreed to at the time of Your acquisition of the Program.
- d. You may not use, copy, translate, disassemble, decompile, reverse-engineer (to the extent permitted by applicable law), reverse-assemble, reverse compile, create derivative works, assign, sublicense, distribute, rent, lend, timeshare, network, sell or lease the Program or otherwise allow third parties to access the Program (except as contemplated in this Agreement) without the express written permission of Pason.
- e. You shall not make any attempt to circumvent any technological measures that control access to, or use of, the Program.
- f. You shall not remove nor obscure any Pason or its licensor(s) patent, copyright, trade-mark or proprietary rights notices contained or affixed to the Program.
- g. You shall not unbundle individual or component parts of the Program.
- h. If You acquire the Program as a Program upgrade, You shall cease all use of the Program from which You upgraded after You install the upgrade.
- i. You will ensure that anyone who uses the Program (whether accessed locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.
- j. You may not assign or transfer the Program or delegate any of Your license rights or obligations to another party (whether by operation of law or otherwise) without Pason's prior written consent and any attempt to do so without such consent shall be void.

Pason may terminate Your license if You fail to comply with the terms of this Agreement. If Pason does so, You must promptly uninstall, remove, erase and destroy all copies of the Program.

Charges

The fees payable for a Program license are a one-time charge and unless otherwise specified, do not include federal, provincial or local sales, foreign withholding, use, property, excise, services or similar taxes ("**Taxes**") now or hereafter levied, all of which shall be for Your account. Pason does not give credits or refunds for fees already due or paid, except as specified elsewhere in this Agreement. If You wish to increase the number of authorized users of the Program by acquiring additional copies of the Program from Pason, please notify Pason and pay any applicable additional charges required by Pason. If any authority imposes a Tax, excluding those based on Pason's net income, upon the Program, then You shall pay such authority such amount specified or otherwise provide the authority with appropriate and correct exemption documentation. You are responsible for any Taxes for the Program from the date that You acquire it.

Limited Warranty

Pason represents and warrants that when the Program is used in the specified operating environment, it will conform to its specifications. This warranty applies solely to the unmodified portion of the Program. Pason does not represent or warrant uninterrupted or error-free operation of the Program or that Pason will correct all Program defects. You are responsible for the results obtained from the use of the Program.

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FOR THE PURPOSES OF THIS SECTION, PASON SHALL INCLUDE PASON'S AFFILIATES AND PASON'S AND ITS AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT.

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Governing Law

If You are incorporated in Canada or are located in Canada, You hereby consent to the application of the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflict of law rules applicable therein. If you are incorporated in the United States or are located in the United States, you hereby consent to the application of the laws of the State of Colorado and the federal laws of the United States applicable therein, without regard to the conflict of law rules applicable therein. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Jurisdiction

If You are incorporated in Canada or are located in Canada, You hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta, Canada in respect of any dispute arising under this Agreement. If You are incorporated in the United States or are located in the United States, You hereby attorn to the non-exclusive jurisdiction of the courts of the State of Colorado, United States in respect of any dispute arising under this Agreement.

General

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

You agree to comply with all applicable export and import laws and regulations.

Neither You nor Pason will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

Neither You nor Pason is responsible for failure to fulfill any obligations due to causes beyond its control.

This Agreement will not create any right or cause of action for any third party, nor will Pason be responsible for any third party claims against You.

You agree that any breach of this Agreement may cause irreparable damage to Pason and that, in the event of such breach, in addition to any and all other remedies at law, Pason shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

It is the express wish of the parties that this Agreement has been drawn up in English. Il est de la volonté expresse des parties que le present contract est rédigé en anglais.

Last updated: January 16, 2009

Program License Agreement (B)