



2312 E. Loop 820 Suite A

www.lasser.com

Fort Worth, Texas 76112

PH / 800.489.3282

FX / 817.446.9705

## LPD LICENSE AGREEMENT

LASSER, INC., a Texas corporation having its principal offices at 2312 E. Loop 820 Suite A Fort Worth, Texas 76112 (LICENSOR), and \_\_\_\_\_ (LICENSEE),

having an office at \_\_\_\_\_ hereby agree to the following:

### RECITALS:

A. The LICENSED PROPERTY subject to this Agreement consists of LICENSED PROGRAMS, LICENSED DATA, AND LICENSED DOCUMENTATION. LICENSED PROGRAMS comprise several computer programs owned by LICENSOR, which will allow LICENSEE to search and retrieve LICENSED DATA. LICENSED DATA includes both the original data and any updated data obtained by licensed subscription. LICENSED DOCUMENTATION includes user manuals and other support documents for use with the LICENSED PROGRAMS. The term "Agreement" refers to this License Agreement including any addenda.

B. LICENSOR owns all proprietary rights to the LICENSED PROPERTY. The subject matter of these proprietary rights includes the look and feel of the interactive use of the LICENSED PROGRAMS, and the expression involved in the coding of the LICENSED PROGRAMS. LICENSOR owns tangible media, referred to herein as DISTRIBUTION COPIES in which the LICENSED PROPERTY is fixed.

### 1. GRANT AND LIMITATIONS

LICENSOR, at the request of LICENSEE, grants to LICENSEE a nontransferable (except as permitted in paragraph C below), nonexclusive license to use the LICENSED PROPERTY subject to the following terms and limitations:

A. LICENSEE shall use the LICENSED PROGRAM only on the number of single-user computer systems or computer network Systems licensed from LICENSOR. For purposes of this Agreement, a single-user computer system is a single, stand-alone computer capable of being used by only a single user at any one time. Further, LICENSEE may use LICENSED PROPERTY only at the LICENSEE'S location(s) at:

B. LICENSEE is authorized to provide copies of limited portions of the LICENSED DATA, in reports prepared by LICENSEE for its clients as part of value-added services, provided such reports include only that data that directly relates to the value-added service and provided the value-added service does not compete with LICENSOR or in any way compromise, expose, diminish, or devalue the LICENSED PROPERTY.

C. LICENSEE may sublicense a consultant or other agent to use the LICENSED PROPERTY only if the use is for the sole and exclusive benefit of LICENSEE and only if LICENSEE and its consultant or other agent execute a Consultant Addendum that will become a part of this Agreement upon execution.

D. LICENSEE is not licensed to, and is prohibited from:

- (i) copying, distributing, selling, renting, sublicensing or otherwise transferring any interest in the LICENSOR owned DISTRIBUTION COPIES or any part of the LICENSED PROPERTY, except as authorized in this Agreement;
- (ii) reverse engineering, decompiling, disassembling, or creating derivative works (as defined in 17U.S.C. § 101) from the LICENSED PROPERTY, or using LICENSED PROPERTY in any way that may compete with LICENSOR.
- (iii) exporting, storing, and using LICENSED DATA in any digital or electronic form including but not limited to .TXT, .CSV, .XLS, .HTML, .XML, .DBF, .MDB, or any current or future SQL ("sequel") or similar database systems except for limited portions of the LICENSED DATA as authorized in this Agreement.

E. LICENSEE agrees to exercise reasonable supervision over its employees to prevent any violation of this Agreement.

F. LICENSOR may update the LICENSED DATA from time to time. LICENSEE may subscribe to receive LICENSED UPDATES monthly, quarterly, semi-annually or annually. Following receipt of any LICENSED UPDATE, LICENSEE shall return to LICENSOR The LICENSED PROPERTY replaced by the LICENSED UPDATE.

G. If LICENSEE replaces any of its computer hardware containing the LICENSED PROGRAMS, LICENSEE shall contact the LICENSOR to remove the LICENSED PROGRAMS from the hardware being replaced, and shall not sell, transfer, or in anyway provide LICENSED PROGRAMS or LICENSED DATA to any subsequent user of such hardware.

H. LICENSEE acknowledges and agrees that LICENSOR owns all DISTRIBUTION COPIES as well as all proprietary rights to the LICENSED PROPERTY fixed therein.

I. LICENSEE may make those copies of the LICENSED PROGRAMS necessary to the use by LICENSEE for which rights are granted hereunder and LICENSEE agrees it will not use or copy LICENSED PROPERTY except as authorized herein.

### 2. PAYMENTS

A. The license fees due hereunder shall be payable according to the terms indicated on LICENSOR'S invoice.

B. All payments made hereunder shall be non-refundable.

### 3. TERM, TERMINATION AND LIQUIDATED DAMAGES

A. This Agreement will automatically renew annually upon timely payment of the license fees. If any fee is not timely paid, all rights granted under this Agreement expire on the date said fee was due and LICENSEE must follow paragraph C below.

B. LICENSEE may terminate this Agreement at LICENSEE'S discretion. All rights granted under this Agreement may be terminated By LICENSOR upon 10-days written notice to LICENSEE if LICENSEE makes unauthorized use of the LICENSED PROPERTY or otherwise fails to abide by any term in this Agreement. Termination by LICENSOR is effective 10-days after notice is mailed to LICENSEE at the address set forth above.

C. Upon termination or expiration of this Agreement, or any rights granted hereunder, LICENSEE shall, within ten (10) days of the date of termination or expiration, return to LICENSOR, by certified mail, return receipt requested, all LICENSOR owned DISTRIBUTION COPIES and all other tangible copies of LICENSED PROPERTY, whether such copies were provided to LICENSEE by LICENSOR or created by LICENSEE. LICENSEE shall contact LICENSOR to permanently remove from LICENSEE'S computers all copies of LICENSED PROPERTY and shall immediately discontinue all use of LICENSED PROPERTY and all distribution of copies under paragraph 1(C) of limited portions of LICENSED DATA. Further, LICENSEE shall execute and submit to LICENSOR, within ten (10) days of termination or expiration, an affidavit confirming that the above mentioned actions have been taken. Neither termination nor expiration of this Agreement, or any rights hereunder, shall relieve LICENSEE of its obligations under this Agreement.

4. LIMITED WARRANTY

LICENSEE acknowledges that the amount to be paid to LICENSOR for the LICENSED PROPERTY will in most instances represent a small portion of LICENSEE'S overall costs of the project, task or function for which the LICENSED DATA will be used. LICENSEE also acknowledges that the LICENSED DATA will contain a degree of error. Finally, LICENSEE acknowledges that the prices that LICENSOR charges for the LICENSED PROPERTY are based in part upon LICENSOR'S expectation that the risk of any loss or injury that might be incurred by LICENSEE in reliance upon the LICENSED DATA will be borne by LICENSEE. For these reasons, LICENSEE agrees that it is responsible for determining that the LICENSED DATA is sufficiently accurate for the LICENSEE'S purposes. LICENSOR warrants all DISTRIBUTION COPIES to be free of defects in material or faulty workmanship under normal use for the length of the subscription. LICENSOR shall replace any such DISTRIBUTION COPY during the subscription that does not conform to this limited warranty. Such replacement of DISTRIBUTION COPIES is the LICENSEE'S sole remedy under this limited warranty.

5. DISCLAIMERS, EXCLUSIONS AND LIMITATION

EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER REGARDING THE LICENSED PROPERTY. THIS DISCLAIMER OF ALL WARRANTIES APPLIES TO THE ACCURACY OF LICENSED DATA AND UNANNOUNCED CHANGES MADE IN THE LICENSED PROPERTY BY LICENSOR. LICENSOR MAKES NO WARRANTY THAT LICENSED PROGRAMS WILL BE FREE OF DEFECTS THAT RENDER THE PROGRAMS UNFIT FOR THE PURPOSES DESCRIBED IN THE LICENSED DOCUMENTATION. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCE WILL LICENSOR BE LIABLE TO LICENSEE, OR ANY OTHER PARTY, FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. GENERAL

A. This Agreement is made and executed in Tarrant County, Texas and is performable in Tarrant County, Texas. Any lawsuits arising from or relating to this Agreement shall be brought in Tarrant County, Texas and the parties consent to the exercise of personal jurisdiction by courts in the State of Texas. Each party agrees it has purposely availed itself of the benefits and protections of the laws of the State of Texas and acknowledges it has the requisite minimum contacts with the State of Texas for the exercise of personal jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Texas. The prevailing party in any legal action arising from or relating to this Agreement shall be entitled to reasonable attorney's fees and costs incurred in pursuing the action.

B. Any waiver by LICENSOR of any particular breach or default by LICENSEE shall not constitute a continuing waiver or waiver of any other breach or default.

C. If any provision in this Agreement is declared invalid by a court of competent jurisdiction, each such invalid provision shall be deemed deleted and shall not affect the validity of any other provision.

D. This Agreement, including any Addenda and exhibits, constitutes the entire agreement between LICENSOR and LICENSEE concerning the subject matter addressed herein. All oral understandings and agreements are fully integrated into the terms of this Agreement.

E. LICENSEE warrants and represents to LICENSOR that the person signing this Agreement has the express authority to sign this Agreement on behalf of LICENSEE and to bind LICENSEE contractually.

F. This Agreement can only be modified, altered or amended by written agreement signed by LICENSOR and LICENSEE.

G. Evaluation copies of LICENSED PROPERTY may be returned as outlined in SECTION 3.C above, terminating the Agreement.

The foregoing has been fully read and agreed to by:

**LICENSOR: LASSER, INC.**

**LICENSEE** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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Your Contact Information

Please fax this entire form (3 pages) to 817.446.9705 or scan and email to lpd-sales@lasser.com

Company Information:

Company Type:

Company Name: \_\_\_\_\_

Operator

Software/Hardware

Address1: \_\_\_\_\_

Bank

Drilling

Address2: \_\_\_\_\_

Consulting

Professional Org.

City/State/Zip: \_\_\_\_\_

Library

Legal Services

Phone Number: \_\_\_\_\_

Geologist

Royalty Owner

Fax Number: \_\_\_\_\_

Publishing

Landman

Primary Contact Name: \_\_\_\_\_

Marketing

Other \_\_\_\_\_

Email Address: \_\_\_\_\_

Where did you hear about us?

- Trade Show (please specify): \_\_\_\_\_
- Publication (please specify): \_\_\_\_\_
- Friend/Referral (please specify): \_\_\_\_\_
- Internet
- Library (please specify): \_\_\_\_\_
- Other (please specify): \_\_\_\_\_

Have you ever subscribed to the LPD software service?  YES  NO

Do you plan to use this software on a network server?  YES  NO

Evaluation Order

Please indicate the database(s) you are requesting for evaluation with the desired recurring update frequency:

Texas:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Oklahoma/Kansas:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Louisiana:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
New Mexico:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Federal Offshore:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
West Coast:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Rocky Mountain:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Southeastern:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Northeastern:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
U.S. DVD:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual

Evaluation discs are available to potential customers who have not used our LPD database products in the past, and may be returned if the database does not meet your expectations - as outlined in section 3.C of the license agreement. Limited to one free trial per customer and database. Free trials are limited to exporting 25 leases/wells at a time.