

GRC TERMS AND CONDITIONS

These terms and conditions of sale, together with any purchase order, scope of work, plans, specifications or other documents listed therein or herein and any other attachments, exhibits and/or documents attached hereto or thereto (collectively, this "Agreement") shall govern any purchase of products by any person or entity ("Customer") from Geophysical Research Company, LLC ("GRC"), and/or any of its affiliates, including without limitation GRC Mexico, SA de CV, GRC Dubai, LLC and GRC Singapore, LLC. The term "GRC" shall be deemed to refer to GRC or its affiliate from whom the Customer is purchasing the products.

1. **AGREEMENT.** GRC agrees to sell certain products ("Products") and Customer agrees to purchase Products from time to time hereunder, and pay the applicable prices specified in the price quote ("Price Quote").

2. **PRICE, ORDERING, SHIPPING AND PAYMENT TERMS.** (a) GRC shall provide Customer with a Price Quote for the Products requested by Customer, whether in written, oral and/or electronic form. Each Price Quote shall be deemed incorporated herein. Unless otherwise specifically set forth in the Price Quote, all prices are FOB Origin GRC's factory in Tulsa, Oklahoma. Prices do not include, and Customer shall be responsible for, freight, shipping, handling, insurance, duties, taxes, export/import fees and other similar charges.

(b) All purchases of Products by Customer shall be made by means of purchase orders ("P.O.") issued by Customer. All P.O.'s issued by Customer shall be deemed to incorporate this Agreement. Each P.O. shall reference this Agreement, the Price Quote and shall specify a place of delivery.

(c) Title and risk of loss shall pass from GRC to Customer upon delivery to the common carrier at the FOB point. Delivery shall be deemed made upon transfer of possession to the carrier. In no event shall GRC have any liability in connection with shipment or delivery, nor shall the carrier be deemed to be an agent of GRC. GRC shall not be liable for damage or penalty for delay in delivery or for failure to give notice of any delay.

(d) Customer will pay to GRC at its offices, or other location designated in the invoice, all amounts due within 30 days of date of invoice. Invoices will include all applicable sales or use taxes. All accounts will be subject to a late payment service charge of 1½% per month, or as limited by applicable law, if payment in full is not made within 30 days of invoice date. Customer will provide evidence before shipment of its sales tax exempt status if it claims such status.

3. **LIMITATION OF LIABILITY.** (a) IN NO EVENT SHALL GRC OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO OR THROUGH CUSTOMER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER SUCH CLAIM IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER GRC OR ITS SUPPLIERS OR CONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

(b) THE LIABILITY OF GRC UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS PAID TO GRC BY CUSTOMER PURSUANT TO THIS AGREEMENT.

4. **LIMITED WARRANTY AND MAINTENANCE.** (a) FOR A PERIOD OF 90 DAYS FROM THE DELIVERY DATE (THE "WARRANTY PERIOD"), GRC WARRANTS THAT PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. IF WARRANTY WORK FOR PRODUCTS IS NECESSARY, GRC WILL ACCEPT RETURN OF PRODUCTS, SHIPPING PREPAID BY CUSTOMER, FOR REPAIR OR REPLACEMENT ONLY. REPAIR AND REPLACEMENT PARTS MAY BE NEW OR LIKE NEW. SUCH REPAIR OR REPLACEMENT, INCLUDING PARTS, LABOR AND RETURN SHIPPING, WILL BE AT GRC'S EXPENSE.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OF FACT MADE BY ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF GRC, NOR ANY DEMONSTRATION PRODUCT PROVIDED TO CUSTOMER, SHALL CONSTITUTE A WARRANTY OR GIVE RISE TO ANY LIABILITY OR OBLIGATION, UNLESS SUCH REPRESENTATION IS IN WRITING AND SIGNED BY AN OFFICER OF GRC.**

(c) The warranty above excludes repairs or replacements, whether occasioned by Customer or a third party, made necessary by improper installation, misuse, negligence, accident, theft or unexplained loss, abuse, fire, water, flood, wind, storms, lightning, any act of God or public enemy. GRC may perform repairs necessitated by any excluded cause at Customer's request at GRC's then prevailing rates.

5. **INDEMNIFICATION.** Customer agrees to indemnify, defend and hold GRC and its suppliers and subcontractors, and their respective officers, directors, owners, employees and agents (each a "GRC Party") harmless from any and all demands, claims, actions or judgments of a third party against any GRC Party, directly or indirectly, relating to injury and/or death of any and all persons and for loss of and/or damage to property arising out of Customer's use, misuse or operation of Products and/or Customer's negligence or willful misconduct. This indemnification obligation

shall apply even in the event of the fault, negligence or strict liability of any GRC Party.

6. **DEFAULT.** If Customer fails to pay any amounts invoiced when due or otherwise fails to perform any obligation when required, GRC, in addition to all other remedies available to it at law or in equity, may: (i) until payment of the full amount owed, suspend its warranty obligations; (ii) refuse to fill any current or subsequent P.O.; and/or (iii) terminate this Agreement retaining all sums paid.

7. **P.O. CANCELLATION.** (a) Customer may cancel any order for convenience on the following terms: (1) for standard off-the-shelf GRC products, Customer may cancel the P.O. without paying any cancellation fee as long as GRC receives written notice of cancellation at least 10 days prior to the shipment date set forth on the P.O.; cancellations within 10 days of the shipment date must be approved in writing by GRC and may be subject to cancellation charges, in GRC's sole discretion; (2) for non-standard products or custom products, Customer may cancel or reschedule the P.O. more than 30 days from the shipment date specified in the P.O., except that: (A) Customer shall accept delivery of all such products that are completed at the time of cancellation or rescheduling; and (B) those nonstandard and/or custom products which are work-in-process inventory at the time of cancellation and/or rescheduling, shall be paid for by Customer at a price equal to the completed percentage of the product multiplied by the price of the finished product. Customer shall also promptly pay to GRC the costs of settling and paying claims arising out of the termination of work under GRC's subcontracts or vendors and any accounting, legal or other costs arising out of the cancellation.

(b) GRC shall have the right to cancel an unfilled P.O. without notice to Customer in the event that Customer becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business. Any P.O. that can be cancelled or rescheduled by Customer pursuant to Section 7(a) may be cancelled or rescheduled by GRC if notice is given to Customer.

8. **LICENSE.** (a) Subject to the terms hereinafter set forth, GRC grants to Customer a non-exclusive, non-transferable, perpetual license to use the firmware embedded in the Products (the "Firmware").

(b) Customer is granted no title or ownership rights in or to the licensed Firmware, or any name, mark or other intellectual property rights of GRC, in whole or in part, and Customer acknowledges that ownership of all copyrights, patents, trade secrets and/or any other intellectual property rights of GRC and/or its suppliers is and shall remain in GRC and/or GRC's suppliers, as applicable.

(c) Customer shall not: (i) use the Firmware for any purpose other than Customer's own internal business purposes and other than as provided by this License; (ii) allow anyone other than Customer's employees, agents, and/or representatives with a "need to know" to have physical access to the Firmware; (iii) make any copies of the Firmware and/or associated documentation without the prior written consent of GRC, except such limited number of object code copies of the Firmware in machine readable form only as may be reasonably necessary for execution or archival purposes only; (iv) make any modifications, enhancements, adaptations or translations to or of the Firmware, except as may result from those Customer interactions with the Firmware associated with normal use and explained in the associated documentation; or (v) attempt to reverse engineer, disassemble, reverse translate, decompile or in any other manner decode licensed Firmware, in order to derive the source code from or for any other reason.

9. **FORCE MAJEURE.** GRC shall have no liability to Customer for any loss or damage suffered by Customer for any failure in performance of this Agreement by GRC in the event that GRC's performance is prevented or delayed due to causes beyond its reasonable control, including without limitation, strikes, work stoppages, fire, water, flood, lightning, governmental action, acts of God or public enemy, delays of suppliers, subcontractors or carriers.

10. **MISCELLANEOUS.** (a) Customer (and any assignee of Customer upon such assignee's acceptance of an assignment from Customer) represents and warrants: (1) that in connection with its purchase, receipt, acquisition, utilization, resale, delivery and/or supply of technical data and Products, it has fully complied with and will fully comply with all applicable laws and regulations of the United States of America and each other country where such data and Products have been or are obtained, used, consumed, supplied, delivered or received, including specifically all applicable laws and regulations related to the export or import of data and Products ("Applicable Law"); (2) that it is fully authorized under all Applicable Law to receive all relevant data and Products; (3) that it is not listed on the Denied Persons List maintained by the U.S. Commerce Department's Bureau of Industry and Security, the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury Department's Office of Foreign Assets Control, or the Debarred Persons List maintained by the U.S. State Department's Office of Defense Trade Control; (4) that it is not otherwise designated by any U.S. Government body as an ineligible recipient of exported U.S. goods, services or data; (5) that it will not, without GRC's advance written authorization, re-export, retransmit or otherwise transfer to any other person or entity, or to any country other than the jurisdiction of original receipt, any data or Products received from GRC; and (6) that it will be fully responsible for and indemnify and hold GRC harmless from all fines, penalties and damages resulting from any breach of the foregoing representations and warranties by Customer.

(b) GRC reserves the right to subcontract any or all of the work to be performed by it under this Agreement.

(c) The waiver by either party of any default will not operate as a waiver of any subsequent default.

(d) Customer agrees to pay all of GRC's costs and expenses, including without limitation, reasonable attorneys' and collection fees, incurred in enforcing this Agreement.

(e) This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, and constitutes the entire Agreement between GRC and Customer with respect to the purchase of Products. Any representations, warranties or statements made by any employee, sales person or agent of GRC not expressed in this Agreement shall not be binding on GRC.

(f) Any modifications to this Agreement must be in writing and executed by an authorized representative of the party against whom enforcement is sought. In the case of GRC, only an officer of GRC shall be an authorized representative. If a P.O. or other document or communication from Customer includes any term or condition in conflict with, or in addition to, this Agreement, this Agreement shall control and Customer's acceptance of the Products which are the subject hereof, after receipt of this Agreement, shall constitute Customer's complete and unconditional assent to the terms hereof, notwithstanding anything to the contrary in any such earlier P.O., document or communication, unless Customer clearly instructs GRC in writing, prior to acceptance, to cancel the P.O. Customer's communication of conflicting or additional terms and conditions following acceptance of Products shall be construed as an offer to supplement and/or amend this Agreement and such offer shall be deemed rejected unless accepted by GRC in the manner set forth in the first sentence of this paragraph.

(g) This Agreement is deemed made and shall be construed and enforced by the laws of the State of Oklahoma without regard to the choice of law principles thereof. All references to dollars in this Agreement and all payments to be made hereunder, shall be U.S. dollars. Customer hereby consents to the exclusive jurisdiction and venue of the federal or state courts located in Tulsa, Tulsa County, Oklahoma, with respect

to any matter pertaining to this Agreement and hereby waives any defenses it may have with respect to the jurisdiction and venue of such courts. GRC and Customer specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

(h) This Agreement shall benefit and be binding upon the parties hereto and their respective affiliates, successors and permitted assigns.

(i) In the event any one or more of the provisions contained in this Agreement, or any other instrument or document referred to herein or executed in connection with this Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable, such provision(s) shall not affect any other provision of this Agreement or any other instrument or document referred to herein or executed in connection with this Agreement, and this Agreement shall be deemed amended in conformance with the intent of the parties hereto.

(j) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement, except as expressly set forth herein.

(k) All notices, requests and other communications given under or in accordance with this Agreement, shall be in writing, and any such notice, request and/or communication shall become effective (i) upon personal delivery thereof, including, without limitation, by overnight mail or courier service, (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (iii) in the case of notice by facsimile, upon receipt thereof, provided such transmission is promptly confirmed by either of the methods set forth in clauses (i) or (ii) above, in each case addressed to each party hereto at the address set forth in the Purchase Order for such party or, at such other address as such party may from time to time designate by written notice to the other party hereto; provided, that a notice given in accordance with this Section but received on a day other than a business day, or after business hours in the place of receipt, shall be deemed to be received on the next business day in that place.

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