

**SOFTWARE LICENSE AGREEMENT (SLA 2025-03-07)  
NUMBER E-4030**

PPSA contract number: CT.PPSA.003/2025

**EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE PETRÓLEO E GÁS NATURAL S.A.**

Escritório Central – Rio de Janeiro  
Avenida Rio Branco, nº 1 – 4º andar – Centro  
CEP: 20.090-003 - Rio de Janeiro – RJ  
Rio de Janeiro  
20090003  
Brazil

**("EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE PETRÓLEO E GÁS NATURAL S.A."  
and "Licensee")** **OF THE FIRST PART**

- and -

**Computer Modelling Group Ltd.**

3710 33rd Street NW  
Calgary, Alberta T2L 2M1  
Canada  
**("CMG")**

**OF THE SECOND PART**

WHEREAS CMG is engaged in advancing petroleum reservoir simulation with 3D visualization, animation, and related software technology, and licensing the technology worldwide; and

WHEREAS EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE PETRÓLEO E GÁS NATURAL S.A. wishes to license certain CMG software technology at this time, and may wish to license other technology from time to time;

THEREFORE EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE PETRÓLEO E GÁS NATURAL S.A. and CMG hereby confirm their mutual acceptance of this Agreement, including the General Terms and Conditions, and the Specific Arrangements to License hereto, with an effective date of March 7, 2025.

**EMPRESA BRASILEIRA DE ADMINISTRAÇÃO  
DE PETRÓLEO E GÁS NATURAL S.A.**

Signature: TABITA YALING CHENG  
Name: LOUREIRO:11050328760  
Assinado de forma digital por TABITA YALING CHENG  
LOUREIRO:11050328760  
Dados: 2025.02.28 07:43:36 -03'00'


Title:  Documento assinado digitalmente  
SAMIR PASSOS AWAD  
Data: 27/02/2025 16:31:42-0300  
Verifique em <https://validar.iti.gov.br>

Date:

Testemunha PPSA: JESIEL GOMES RIBEIRO  
FILHO:01085367770  
Assinado de forma digital por JESIEL GOMES RIBEIRO FILHO:01085367770  
Dados: 2025.02.27 07:36:15 -03'00'

Chancela CONJUR/PPSA: RENATA RESPLANDES E SOUZA LEITE CARVALHAL  
Assinado de forma digital por RENATA RESPLANDES E SOUZA LEITE CARVALHAL  
Dados: 2025.02.27 10:16:25 -03'00'

**Computer Modelling Group Ltd.**

Signature:   
Pramod Jain  
Assinado de forma digital por Pramod Jain  
Dados: 2025.03.03 10:13:13 MST

Chief Executive Officer

Date: Mar 3, 2025

## **SPECIFIC ARRANGEMENTS FOR LICENSE:**

### **A. License of Software.**

1. Licensee hereby issues the attached "Initial Software License Order" to CMG for software it wishes to license at this time, all in accordance with this Agreement. With the Initial Software License Order approved by both parties, CMG licenses to Licensee the software as Licensed Technology subject to this Agreement.
2. Licensee may obtain additional CMG software with "Additional Software License Order(s)", generally in the form as shown in Exhibit "A", or other acceptable form. With an Additional Software License Order approved by both parties, CMG shall license to Licensee the software as Licensed Technology subject to this Agreement.
3. It is intended that the Initial Software License Order and Additional Software License Order define the software that Licensee licenses from CMG, including any special conditions, the license duration, the compensation related thereto and the location and computers for which Licensee is permitted to use the Licensed Technology. Each license obtained by the Licensee permits the Licensee to process one copy of the executable code of the Licensed Technology at a time.
4. Subject to payment of the license fees as set forth on the Initial and Additional Software License Order, the license(s) granted as a result of the Initial and Additional Software License Order [each a separate "License"] shall commence and shall expire on the date so indicated on the respective Initial or Additional Software License Order. The term of any License is subject to earlier termination pursuant to the General Terms and Conditions herein.

**EACH SOFTWARE LICENSED TO LICENSEE WILL CEASE TO OPERATE ON OR SHORTLY AFTER THE EXPIRATION DATE OF EACH RESPECTIVE LICENSE, UNLESS THE EXPIRATION DATE IS RESET BY CMG.**

### **B. Amendments.**

It is the intention of the parties that this document will govern their continuing relationship for the provision of software licenses. Amendments to the General Terms and Conditions or the Specific Arrangements for License of this Agreement shall be permitted only by consent and agreement in writing and signed by both parties, and shall not be made by way of Exhibit "A". **If Licensee issues a purchase order or other letter form generated by Licensee relating to this Agreement, it is hereby specifically agreed that it is for Licensee's internal purposes only and will not add to or modify this Agreement unless executed in writing by a duly authorized representative of CMG (CMG's President).**

### **C. Representatives.**

Licensee shall have the right to designate an employee as its Representative and an employee as its Alternate Representative for general liaison with CMG. Licensee may change its Representatives by sending a letter to CMG to that effect. Licensee's Representatives shall have the authority to bind it contractually. Licensee's Representatives for general liaison with CMG are designated below. Licensee's Representatives for software licenses and/or technical assistance may be different as shown on the relevant orders.

**Initial Software License Order  
Pursuant to Software License Agreement E-4030**

**LICENSEE:** EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE  
PETRÓLEO E GÁS NATURAL S.A.

**LICENSEE'S REFERENCE NO.:**  
*This number is solely for Licensee's internal reference purposes*

**COMMENCEMENT DATE OF LICENSE:** March 7, 2025

**EXPIRY DATE OF LICENSE:** March 6, 2026

**SOFTWARE EXECUTABLES BEING LICENSED (LICENSED TECHNOLOGY) AND LICENSE FEES (USD):**

Product	Quantity	License Type	Fee
Winprop - Annual Lease	1	Network	10400
Cloud Package 1 – Annual lease (Inc Builder, Results,	1	Network	50,900
Cloud Visualization Node – Annual lease (Inc Builder, Results	1	Network	22,800
User Configuration	1	Network	500

**TOTAL.....USD \$84,600.00**

**To be invoiced monthly .....\$7,050.00**

**ADDITIONAL LICENSING MONTHLY AS REQUESTED**

Product	Quantity	License Type	Fee
CMOST Upgrade	1	Network	1,500
Cloud Visualization Node – per month (Inc Builder, Results	1	Network	1,900
Additional User Configuration per user (Up to 5)	1	Network	500

**Annual Cloud Subscription - 100 monthly node-hour subscription**

<b>On-Demand Hourly Rate (any usage above 1200 hours annually)</b>	<b>\$43/hr</b>	<b>100 node-hour Subscription</b>
--	----------------	-----------------------------------

**Note\***

-training 12000/week, estimated 3 weeks 36000 USD if travel is not required

-training 18000/week if travel is required

- Fees are **NET** amounts, net of all taxes, duties, and deductions of any kind, payable in advance.
- Payment via bank wire transfer to CMG account per invoice.
- Due 30 days after CMG's invoice date.
- Interest on overdue amounts shall be chargeable at Royal Bank of Canada Prime + 2% per annum compounded monthly, or the maximum rate permitted by law, whichever is the lesser.

**LOCATION AND COMPUTER FOR LICENSED TECHNOLOGY:**

Licensed Technology will be installed on computers at Licensee's offices in rio de janeiro, Rio de Janeiro, Brazil. Licensee's use of the Licensed Technology is for use solely by Users within the Geographic Unit specified above and may only use the Licensed Technology outside Geographic Unit for short-term business assignments not to exceed ten (10) business days.

**NOTE:**

If Licensee wishes to install and use the Licensed Technology on a Virtual Machine, Licensee agrees not to duplicate or make copies of the License, License file or Virtual Machine in order to access and use more Licenses than the number licensed under the Agreement.

**MAINTENANCE SUPPORT:**

Maintenance Support is occasional technical support provided to Licensee via phone, fax, and email which does not exceed 24 working hours cumulative during a 12 month running period. Maintenance Support provided shall be limited to being during normal work days and work hours of the CMG office providing support services to the Licensee. All technical support in excess of Maintenance Support, and training and consulting shall be chargeable to Licensee.

# GENERAL TERMS AND CONDITIONS

## 1. INDEX

- 1.1 Along with the Specific Arrangements for License, the Initial Software License Order and any Additional Software License Orders, the purpose of these General Terms and Conditions is to establish the terms, conditions, limitations and obligations of the license of the Licensed Technology.
- 1.2 Certain words and phrases used herein are defined in Section 13 hereof.

## 2. LICENSE OF LICENSED TECHNOLOGY

- 2.1 Subject to the provisions of this Agreement, CMG hereby grants to Licensee a non-transferable, non-exclusive license to use the Licensed Technology as set forth herein. Unless otherwise provided in the Agreement, Licensee's use of the Licensed Technology is for use solely by Users within Geographic Unit specified in the Agreement. Licensee's Users may only use the Licensed Technology outside Geographic Unit for short-term business assignments not to exceed ten (10) business days. Any other use outside Geographic Unit is subject to CMG's prior written approval and possible additional fees.
- 2.2 Licensee shall utilize the Licensed Technology only for Licensee's internal engineering, design, operations, and analysis. Licensee's use of the Licensed Technology on joint venture projects and/or consulting projects of which the Licensee has an interest or professional role shall be deemed as internal engineering. Licensee may not make any use of the Licensed Technology that is not expressly provided for in this agreement.
- 2.3 Licensee shall take reasonable measures to prevent unauthorized use, disclosure or copying of the Licensed Technology or any other CMG trade secrets or confidential information disclosed by CMG to Licensee. Licensee shall not do anything by way of reverse engineering or otherwise, that is intended to reveal the source code of the Licensed Technology or to disable, disarm, override or render inoperable the license manager and licensing limitations of the Licensed Technology. If Licensee wishes to install and use the Licensed Technology on a Virtual Machine, Licensee agrees not to duplicate or make copies of the License, License file or Virtual Machine in order to access and use more Licenses than the number licensed under the Agreement.
- 2.4 Title and ownership to the Licensed Technology shall remain with CMG. Licensee shall not at any time sell, publish, transfer, gift or otherwise disclose any Licensed Technology in any form or manner to any third party. Licensee shall not sublicense the Licensed Technology without the prior written consent of CMG, which consent may be withheld by CMG in its sole discretion.
- 2.5 CMG endeavours to produce technology of the highest quality; nevertheless errors or deficiencies in such technology are inevitable. If Licensee finds an error or deficiency, Licensee is requested to provide details of it and illustrative data set(s) to CMG sufficient to permit CMG to reproduce the error or deficiency. CMG shall endeavour to remedy a deficiency in a timely manner and shall periodically report to Licensee as to the steps being taken to remedy the deficiency. The response time for a deficiency may depend on its nature recognizing that deficiencies must be prioritized for their general application. CMG DOES NOT WARRANT THAT DEFICIENCIES WILL BE REMEDIED.
- 2.6 CMG endeavours to provide maintenance support and assistance of the highest quality; nevertheless, errors or deficiencies are inevitable. If services are provided to Licensee that are not satisfactory, Licensee is requested to provide details of the defect and CMG shall endeavour to remedy the defect in a timely manner and shall periodically report to Licensee as to the steps being taken to remedy the deficiency. CMG DOES NOT WARRANT THAT DEFICIENCIES WILL BE REMEDIED.

## 3. MAINTENANCE SUPPORT

- 3.1 Maintenance Support is occasional technical support provided to Licensee via phone, fax, and email which does not exceed 24 working hours cumulative during a 12 month running period. Any Maintenance Support provided shall be limited to being during normal work days and work hours of the CMG office providing support services to the Licensee. All training and consulting and technical support in excess of Maintenance Support shall be chargeable to Licensee.

## 4. TRADE SECRETS

- 4.1 Licensee acknowledges that the Licensed Technology, which includes documentation, associated and related programs, files, and papers which CMG provides to Licensee, contains CMG's proprietary trade secrets. The existence of any copyright notice shall not be considered as admission that the Licensed Technology has been published.

## 5. CONFIDENTIALITY

- 5.1 Licensee shall permit only those of its directors, officers, employees and Licensee's consultants who are subject to duties of confidentiality to Licensee to gain access to the Licensed Technology, and then only on a need to use and to know basis.
- 5.2 Licensee shall take all reasonable steps and shall exercise at least the same degree of care as Licensee uses to protect its own confidential information to hold all the Licensed Technology in the strictest confidence for a period of five (5) years after its receipt. These shall not apply to:
  - (a) information which Licensee can establish was already known by Licensee on CMG's disclosure of it to Licensee and is not subject to any confidential restrictions;
  - (b) information which at the date of its disclosure by CMG to Licensee is within the public domain or is generally available without restrictions; and,
  - (c) information which enters the public domain without responsibility therefor on Licensee's part, but only after it becomes part of the public domain; provided that any combination of the information which comprises part of the Licensed Technology shall not be within these exceptions merely because individual parts of that information were within the public domain or were within Licensee's prior possession unless the combination itself is in the public domain or in Licensee's prior possession.
- 5.3 Licensee agrees that Licensed Technology being in the possession of and under restricted use by its Licensees is under obligations of confidentiality and as such is not in the public domain.
- 5.4 Licensee acknowledges that the Licensed Technology has high value in part as a result of secrecy and has required many person-years to create and develop.

## 6. FEES

- 6.1 Licensee shall pay to CMG the fees for the Licensed Technology as set forth on the respective order(s).
- 6.2 All fees are payable in advance and are due at CMG's Calgary office within thirty (30) days of invoice date. Interest on overdue amounts shall be chargeable at Royal Bank of Canada Prime + 2% per annum compounded monthly, or the maximum rate permitted by law, whichever is the lesser.

## 7. DELIVERY

- 7.1 Delivery of all material CMG provides to Licensee pursuant to this Agreement shall take place or be deemed to take place at CMG offices in Calgary, or such other location as CMG may reasonably designate. All matters relating to contracting, delivery, and payment shall take place or be deemed to take place in Calgary, Canada. CMG shall provide the material adequately packaged for shipment to Licensee. Licensee shall be responsible for all shipping charges. Licensee shall obtain all permits necessary to import the material into Licensee's country. Licensee shall be responsible for updating Licensee's computers and operating systems to be compatible with delivery and installation of the Licensed Technology.

## 8. TERM

- 8.1 License to use the Licensed Technology shall continue for the limited term shown on the respective Initial Software License Order or Additional Software License Order and pursuant to this Agreement, unless License terminates earlier as a result of this Agreement.
- 8.2 If a Party shall commit any serious or fundamental breach of any provision of this Agreement and shall not remedy that breach within sixty (60) days of notice in writing by the other Party specifying the breach and requesting the same to be remedied, then that other Party shall have the right to terminate this Agreement forthwith by giving the Party in default notice by registered post or courier with record of delivery to that effect. Where Licensee terminates the Agreement in accordance with this section, it shall be entitled to the return of the unamortized portion of the fees paid for the current licensed term. If Licensee or CMG disputes that a serious or fundamental breach has occurred, the Parties agree that such dispute shall be submitted to binding arbitration as set out in Section 12.7 hereof. The termination of this Agreement pursuant to this by either Party shall be without prejudice to any other remedies that may be available to such Party. Either Party may terminate this Agreement forthwith on written notice to the other Party if insolvency, receivership or bankruptcy proceedings are commenced by or against such other Party.
- 8.3 Upon termination, the license to use Licensed Technology shall terminate immediately and Licensee shall return to CMG all Licensed Technology or else certify to CMG that all such material has been destroyed.
- 8.4 All applicable provisions of this Agreement shall survive the termination of a License or Licenses.

## 9. LIMITED CMG WARRANTY

- 9.1 IN NO EVENT SHALL CMG BE RESPONSIBLE FOR THE ACCURACY OR USEFULNESS OF ANY OF THE LICENSED TECHNOLOGY OR THE RESULTS OBTAINED THROUGH ITS USE BY ANY PERSON. LICENSEE SHALL BEAR THE ENTIRE RISK OF USE OF THE LICENSED TECHNOLOGY AND WITHOUT LIMITING GENERALLY THE FOREGOING, THE FOLLOWING WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE EXPRESSLY DISCLAIMED:

(A) ANY WARRANTY, REPRESENTATION, TERM OR CONDITION THAT THE LICENSED TECHNOLOGY WILL MEET LICENSEE'S REQUIREMENTS;  
(B) ANY WARRANTY, REPRESENTATION, TERM OR CONDITION THAT THE LICENSED TECHNOLOGY WILL BE ERROR FREE; AND,  
(C) ANY IMPLIED WARRANTY, REPRESENTATION, TERM, OR CONDITION OF MERCHANTABILITY OR FITNESS OF THE LICENSED TECHNOLOGY FOR A PARTICULAR PURPOSE OR USE.

#### 10. LIMITATION OF LIABILITY

10.1 IN NO EVENT SHALL CMG OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION OR PRODUCTION OR DELIVERY OF THE LICENSED TECHNOLOGY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY REASON WHATSOEVER ARISING OUT OF THE LICENSE OR THE LICENSED TECHNOLOGY, OR FOR ANY BREACH OF CMG'S OBLIGATIONS OR TERMS, CONDITIONS, OR WARRANTIES EXPRESSED OR IMPLIED RESULTING FROM ANY SOFTWARE LICENSE ORDER, OR THESE GENERAL TERMS AND CONDITIONS. IF SUCH LIMITATION OF LIABILITY IS FOR ANY REASON HELD TO BE INVALID OR OTHERWISE INEFFECTIVE, CMG'S LIABILITY SHALL BE LIMITED TO THE AMOUNT LICENSEE PAID FOR THE FIRST YEAR OF LICENSE TO CMG ON ACCOUNT OF THE GRANTING OF THIS LICENSE.

#### 11. INTELLECTUAL PROPERTY INFRINGEMENT

- 11.1 CMG warrants that it owns the Licensed Technology, that it is entitled to license the Licensed Technology in accordance with the terms of this Agreement and that it has no knowledge that any part of the Licensed Technology infringes on any intellectual property rights held by any other person or entity.
- 11.2 CMG shall defend at its own expense any action brought against Licensee in which it is reasonably asserted that the Licensed Technology infringes a Canadian or U.S.A. intellectual property right.
- 11.3 In the event of any action or threatened action against the Licensee in which it is asserted that the Licensed Technology infringes a Canadian or U.S. intellectual property right, the Licensee shall immediately notify CMG of such action or threatened action, and CMG shall have the right to procure the right for the Licensee to continue using the infringing material, or replace or modify the infringing material so that it becomes non-infringing but has substantially equivalent capabilities as the infringing system. If the foregoing alternatives are not available and Licensee is obliged to discontinue its use of the infringing product, Licensee may terminate this Agreement with regard to that product and CMG shall repay Licensee the unamortized portion of the fees paid for the current licensed term allocable to the infringing product, unless otherwise agreed between the parties. CMG shall have the right to conduct a defense of the infringement action on Licensee's behalf and to settle the action with Licensee's consent, which consent shall not be unreasonably withheld, upon giving reasonable security to protect Licensee, and Licensee shall cooperate fully with CMG in the defense and the settlement of any such action. The cost of defending such action shall be borne by CMG. Except as provided in this Section, CMG shall have no liability for infringement.
- 11.4 This warranty against infringement is only valid if:
- (a) Licensee properly notifies CMG of any assertion or claim of infringement and Licensee cooperates with CMG in the defense of the infringement action;
  - (b) Licensee has installed all releases when provided by CMG, provided that CMG's liability shall only be limited to the extent that the installation of such releases would have reduced the claim for infringement; and,
  - (c) the action is not based on a combination of the Licensed Technology with other computer programs.
- 11.5 If CMG supplies Licensee with written evidence of the use of a copy of the Licensed Technology or any part thereof in a manner not permitted by this License where CMG reasonably believes that such copy or part thereof was obtained from Licensee with respect to such use, Licensee shall, at Licensee's expense, undertake such legal action as is reasonably available to Licensee to bring about the termination of such use.

#### 12. MISCELLANEOUS

- 12.1 THIS AGREEMENT, TOGETHER WITH TERM OF REFERENCE (TR PRE.001-2025 – SIMULADOR CMG 29JAN2025\_com\_anexos), EMBODIES THE ENTIRE CONTRACT BETWEEN CMG AND LICENSEE. ANY WRITTEN MATERIAL USED TO FACILITATE OR PROMOTE THE LICENSED TECHNOLOGY ARE FOR THE SOLE PURPOSES OF IDENTIFICATION AND ARE NOT TO BE CONSTRUED AS WARRANTIES.
- 12.2 Each Party warrants and represents to the other that it possesses the full knowledge, power and authority to enter into this Agreement.
- 12.3 No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by one of Licensee's representatives (representative being duly authorized) and by a duly authorized representative of CMG (CMG's President being duly authorized). If Licensee issues a purchase order or other letter form generated by Licensee relating to this Agreement, it is hereby specifically agreed that it is for Licensee's internal purposes only and will not add to or modify this Agreement unless executed in writing by a duly authorized representative of CMG (CMG's President).
- 12.4 This Agreement shall enure to and be binding upon the parties hereto, their officers, directors, employees, representatives, agents, heirs, successors, subsidiaries, parents, approved assignees, partners, joint ventures, and all affiliated and related entities.
- 12.5 Licensee will not at any time assign Licensee's interest or rights under this Agreement. CMG, however, does reserve the right to assign this contract, in part or in whole.
- 12.6 Any notice or other communication required or permitted to be given hereunder shall be in writing and in English, or other language as may be mutually agreed, and shall be effectively given if delivered personally, delivered by courier service or verified delivery.
- 12.7 Other than a claim in the nature of specific performance or injunctive relief, any dispute arising out of this Agreement shall be submitted to binding arbitration in Calgary, Alberta pursuant to the UNCITRAL rules of arbitration. The number of arbitrators shall be three (3), unless the parties agree to a single arbitrator, and shall be appointed by the Alberta Arbitration and Mediation Society. The arbitrator(s) may award attorney's fees and costs, and the arbitrator's award shall be binding on the parties and may be entered and enforced as a judgment in any court of competent jurisdiction.
- 12.8 The interpretation and construction of this Agreement or any of its terms shall be done in accordance with the laws of Alberta, Canada. Any legal actions brought which relate to this Agreement may be brought in either Alberta, Canada or Licensee's country. In either case, the arbitration mentioned above shall be binding.
- 12.9 If any provision in this Agreement is held to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 12.10 Viruses. CMG endeavours to make the Licensed Technology free of any software viruses. Licensee will be responsible in ensuring that the Licensed Technology is tested upon receiving it, that it has passed all Licensee's tests and that the Licensed Technology is acceptable to the Licensee. In the event of a detected virus, CMG's sole obligation is to undertake to remove the virus from copies of the Licensed Technology and to deliver a virus-free version of the Licensed Technology to Licensee.

#### 13. DEFINITIONS

In this Agreement, the following definitions shall apply:

- 13.1 "Agreement" means this contract in its entirety, collectively including the Software License Agreement, Specific Arrangements for License, Initial Software License Order, all Additional Software License Orders, General Terms and Conditions, and all future addenda and amendments.
- 13.2 "CMG" means Computer Modelling Group Ltd.
- 13.3 "Geographic Unit" means country where License originally installed.
- 13.4 "License" means the license to use Licensed Technology subject to this Agreement.
- 13.5 "Licensed Technology" means the software named on the Initial Software License Order and on the Additional Software License Order(s), if any, and the Licensed Technology includes the software and any portion thereof in any form and any derivative works therefrom, all test and sample data sets, manuals, documentation, specifications, and technical reports related to such software.
- 13.6 "Licensee" means the licensee so indicated on Page 1 and, where appropriate, includes its directors, officers, employees and Licensee's consultants.
- 13.7 "Party" means a party to this Agreement
- 13.8 "Person" means any individual, corporation, government, governmental agency, or any other legal or business entity or venture of any sort.
- 13.9 "Users" means Licensee users commonly residing within Geographic Unit.
- 13.10 "Virtual Machine" means a software computer that, like a physical computer, runs an operating system and executes other applications. A virtual machine is comprised of a set of specification and configuration files and is backed up by physical resources of a host.

# Cloud Service Addendum 1 to Software License Agreement E-4030

The following terms apply:

## 1. DEFINITIONS

- 1.1 "Account(s)" means one or more accounts enabling a Licensee to use the Service;
- 1.2 "Addendum" means this addendum including any Schedules;
- 1.3 "CSS" means Cloud Service Subscription in format set out in Schedule 1 and or Schedule 2;
- 1.4 "Effective Date" means date of execution of this Addendum;
- 1.5 "Fees" means amounts specified in a CSS;
- 1.6 "Force Majeure" means unanticipated event outside reasonable control of a Party including Internet failures, hacker attacks, power failures, industrial disputes affecting a third party, changes to the law, natural disasters, explosions, fires, floods, riots, terrorist attacks and wars;
- 1.7 "Intellectual Property Rights" means Canadian, U.S. or E.U. intellectual property rights including copyrights, patents, databases, trade names, services marks, models and designs;
- 1.8 "Licensee Data" means Licensee's data, works and materials a) transferred to and stored on the Platform by Licensee; b) transferred to CMG to be uploaded to and stored on the Platform; or c) generated by the Platform as a result of Licensee's use of Licenses via hosted services;
- 1.9 "Personal Information" means any information about an individual who is identifiable but does not include aggregate or anonymous information, or information used only to contact an individual in their capacity as an employee of an organization;
- 1.10 "Platform" means a platform supplied by CMG and/or Third Party Services Provider and used by CMG to provide Licenses, including application and database for hosted services, system and server software used to provide hosted services, and computer hardware on which that application, database, system and server software are installed;
- 1.11 "Service" means Licensed Technology made available to Licensee by CMG for Licensee's use via the Platform as specified in a CSS;
- 1.12 "Term" means period specified in a CSS during which Licensee is authorized to use or access the Service pursuant to this Addendum;
- 1.13 "Third Party Services Provider" means a third party provider of hosted services;

## 2. TERM

- 2.1 License(s) under this Addendum shall become available upon the date specified in a CSS.

## 3. RESTRICTIONS

- 3.1 CMG reserves all rights not expressly granted in this Addendum.
- 3.2 Licensee shall only use the Service for its internal business operations and in accordance with this Addendum.
- 3.3 Licensee shall not use Platform, License(s) or Service to monitor their availability, performance or functionality, for any other benchmarking or competitive purpose or for any unlawful or fraudulent purpose.
- 3.4 Licensee shall not allow unauthorized person to gain access to the Service.
- 3.5 Licensee shall not resell, sub-license or otherwise provide the Licensed Technology or the Service to a third party without CMG's prior written consent.

## 4. LICENSE

- 4.1 CMG shall generate one or more Accounts for the Service.
- 4.2 CMG shall use reasonable commercial efforts to maintain availability of the Service twenty-four (24) hours per day, seven (7) days per week. CMG shall make reasonable commercial efforts to ensure the Platform has adequate capacity for Licensee's use of the Service but is unable to guarantee such capacity.
- 4.3 Twenty-four (24) months after CMG distributes new publicly and generally available versions of Licensed Technology, CMG reserves the right to limit Licensee's access to older versions of Licensed Technology on the Platform.
- 4.4 Downtime may result directly or indirectly from Force Majeure or scheduled maintenance upon reasonable notice to Licensee and shall not affect Fees.
- 4.5 In the event of a breach of Addendum by Licensee, including non-payment of Fees, CMG reserves the right to suspend access to the Service.
- 4.6 CMG is not responsible for operation or functionality of the services of a Third Party Services Provider. Licensee may access the services of a Third Party Services Provider without notice as part of the Service, or bundled within the Service so as to be available to Licensee. Licensee consents on its own behalf, and on behalf of its Accounts, without further notice, to the provision of Licensee Data and Personal Information about its Accounts by CMG to a Third Party Services Provider as may be reasonably required to make available or deliver the Service. Any information that Licensee provides, or CMG provides on Licensee's behalf, to a Third Party Services Provider, may be subject to the privacy policy of that Third Party Services Provider. CMG shall not be responsible for the content, privacy or security provisions of the Third Party Services Provider.
- 4.7 CMG may apply upgrades, patches, bug fixes and provide other maintenance.
- 4.8 CMG may monitor Licensee's use of the Service without Licensee interference to assess compliance with this Addendum.
- 4.9 In the event Licensee encounters any problem with the Service, Licensee shall cooperate with CMG to identify the problem.
- 4.10 CMG may offer favourable Fees for certain Licensed Technology used in conjunction with CMOST to perform large number of simulations concurrently. CMG reserves the right to monitor Licensee's use of such Licensed Technology used in conjunction with CMOST to assess eligibility for favourable Fees.
- 4.11 CMG shall use reasonable, commercial efforts to ensure that Licensee Data is encrypted and transmitted securely between Licensee and the Platform.
- 4.12 Licensee shall bear the sole responsibility for the quality of the connection between Licensee and the Platform.

## 5. EXPORT RESTRICTIONS

- 5.1 Licensee shall comply with applicable domestic and international export laws.

## 6. PASSWORD AND SECURITY

- 6.1 Licensee shall be solely responsible for confidentiality and security of Account login name, Account password and multi-factor authentication credentials (if used).
- 6.2 Licensee shall be responsible for all use of its Accounts.
- 6.3 In the event Licensee discovers fraud, Licensee shall notify CMG immediately. Licensee shall be responsible for Fees arising from any compromised Account until CMG acknowledges receipt of Licensee's notification.

## 7. LICENSEE DATA, META DATA AND AGGREGATE DATA

- 7.1 Licensee Data
  - 7.1.1 CMG shall not access Licensee Data without permission.
  - 7.1.2 Licensee Data shall not infringe Intellectual Property Rights or any other legal rights of any person, or breach any applicable law.
  - 7.1.3 After termination of the License or at the end of the Service, Licensee shall have thirty (30) days to remove Licensee Data.
- 7.2 Meta Data
  - Licensee acknowledges that CMG may collect, derive or create data and information about Licensee's use of the Service ("Meta Data") to administer the Service, bill the Service and enhance and improve the quality of the Service.
- 7.3 Aggregate Data

Licensee hereby grants CMG a non-exclusive, fully paid, world-wide, irrevocable license to use Meta Data to copy, anonymize, aggregate, process and display Meta Data to derive anonymous statistical and usage data related to the Service to compile, combine

or incorporate such data with or into other similar anonymous data and information available, derived or obtained from other licensees, or otherwise ("Aggregate Data") for ongoing quality improvement and presentations.

**8. OWNER OF INTELLECTUAL PROPERTY RIGHTS**

8.1 Nothing in this Addendum shall operate to assign or transfer Intellectual Property Rights.

**9. FEES**

9.1 Licensee may elect to pre-pay Fees, or specify maximum resources which can be time, computers or Licenses ("Resources") or maximum Fees. In the event Licensee pre-pays Fees, when such pre-paid Fees are depleted, Licensee may not continue use of the Service without CMG's prior written approval; if Licensee specifies maximum Resources or Fees, when maximum Resources or Fees are reached, Licensee may not continue use of the Service without CMG's prior written approval.

9.2 Hourly usage shall be measured and rounded to the nearest tenth (.1) of an hour for billing purposes.

9.3 All usage shall be invoiced monthly in arrears at rates indicated in a CSS. All simulation time will be charged regardless of outcome.

9.4 Storage and transfer Fees incurred by CMG to a Third Party Services Provider shall be charged to Licensee at cost including the thirty (30) grace period in accordance with Section 7.1.3.

9.5 In the event Licensee believes Fees indicated in an Invoice are incorrect, Licensee shall advise CMG within ninety (90) days of the date of such Invoice.

9.6 Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Licensee shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on CMG's income. If CMG is required to pay or collect any federal, state, provincial, municipal, local or value added tax on any Fees charged under this Cloud Service Addendum, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on CMG's net income, then such taxes and/or duties shall be billed to and paid by Licensee immediately upon receipt of CMG's invoice and supporting documentation for the taxes or duties charged.

**10. CONFIDENTIALITY**

10.1 Licensee Data is deemed to be Licensee's Confidential Information.

10.2 In the event Licensee authorizes CMG to access Licensee's Confidential Information, CMG shall take all reasonable steps and shall exercise same degree of care as CMG uses to protect its own confidential information to hold the Licensee's Confidential Information in the strictest confidence for a period of five (5) years after its receipt.

**11. PERSONAL INFORMATION**

11.1 Each Party shall comply with personal information protection laws with respect to processing Personal Information.

11.2 Licensee warrants that it has legal right to disclose the Personal Information it discloses to CMG.

**12. FORCE MAJEURE**

12.1 If a Force Majeure event gives rise to failure or delay in either Party's performance of any obligation under this Agreement, that obligation shall be suspended for duration of Force Majeure event.

12.2 If a Party becomes aware of a Force Majeure event which is likely to give rise to a failure or delay in that Party's performance of any obligation, that Party shall promptly notify the other Party and provide an estimate of period that such failure or delay will likely continue.

12.3 A Party whose performance of its obligations is affected by Force Majeure event shall take reasonable steps to mitigate effects of such Force Majeure event.



**Exhibit A**  
**Initial Software License Order**  
**Pursuant to Software License Agreement E-4030**

**LICENSEE:** EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE PETRÓLEO E GÁS  
NATURAL S.A.

**LICENSEE'S REFERENCE NO.:**  
*This number is solely for Licensee's internal reference purposes*

**COMMENCEMENT DATE OF LICENSE:**

**EXPIRY DATE OF LICENSE:**

**SOFTWARE EXECUTABLES BEING LICENSED (LICENSED TECHNOLOGY) AND LICENSE FEES (USD):**

Product	Quantity	License Type	Fee
IMEX	#	Network or Stand-alone	\$ .00
GEM	#	Network or Stand-alone	\$ .00
STARS	#	Network or Stand-alone	\$ .00
SOLVE Parallel Token	#	Network or Stand-alone	\$ .00
CMOST	#	Network or Stand-alone	\$ .00
Dynagrid	#	Network or Stand-alone	\$ .00
WinProp	#	Network or Stand-alone	\$ .00
Builder	#	Network or Stand-alone	\$ .00
Results	#	Network or Stand-alone	\$ .00

**TOTAL** .....USD \$ \_\_.00

- Fees are net amounts, net of all taxes, duties, and deductions of any kind, payable in advance.
- Payment via bank wire transfer to CMG account per invoice.
- Due 30 days after CMG's invoice date.
- Interest on overdue amounts shall be chargeable at Royal Bank of Canada Prime + 2% per annum compounded monthly, or the maximum rate permitted by law, whichever is the lesser.

**LOCATION AND COMPUTER FOR LICENSED TECHNOLOGY:**

Licensed Technology will be installed on computers at Licensee's offices in rio de janeiro, Rio de Janeiro, Brazil. Licensee's use of the Licensed Technology is for use solely by Users within the Geographic Unit specified above and may only use the Licensed Technology outside Geographic Unit for short-term business assignments not to exceed ten (10) business days.

**NOTE:**

If Licensee wishes to install and use the Licensed Technology on a Virtual Machine, Licensee agrees not to duplicate or make copies of the License, License file or Virtual Machine in order to access and use more Licenses than the number licensed under the Agreement.

**MAINTENANCE SUPPORT:**

Maintenance Support is occasional technical support provided to Licensee via phone, fax, and email which does not exceed 24 working hours cumulative during a 12 month running period. Maintenance Support provided shall be limited to being during normal work days and work hours of the CMG office providing support services to the Licensee. All technical support in excess of Maintenance Support, and training and consulting shall be chargeable to Licensee.

**Agreed and Accepted:**

EMPRESA BRASILEIRA DE ADMINISTRAÇÃO DE PETRÓLEO E GÁS NATURAL  
S.A.

**Computer Modelling Group Ltd.**

Name:

Signature:

Title:

Pramod Jain

Date:

Date:

**EXHIBIT**