

NON-EXCLUSIVE DATA USE AGREEMENT FOR PROPRIETARY VECTORIZED LEGACY SEISMIC FROM THE SRI LANKA SECTOR OF THE CAUVERY BASIN AND THE 1976 RECONNAISSANCE SURVEY

This Data Use Agreement is entered into effective from 2013, between Association of Ananda Jayatissa Jayasekera, Passport Noof United Kingdom of Great Britain and Calderdale Geoscience Ltd. a company duly organized under the laws of England bearing Company Registration no. 5100722, of 6th Floor Stephenson House, 2 Cherry Orchard Road, Croydon CRO 6BA, UK (Association hereinafter referred to as “**AJJ-CGL**” which expression shall include its successors and assigns),

AND

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having its registered office at
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.....
.....
(hereinafter referred to as “**Client**” which expression shall include its successors and assigns),

WHEREAS, by virtue of an agreement with the Government of Sri Lanka (GOSL), the AJJ-CGL is under full corporate authority and responsibility and declares that it has the capability and right to award a non-exclusive data use licence for the Data more fully described in the schedule I hereto,

AND WHEREAS, Client, under full corporate authority and responsibility, declares that it is desirous of and has full capability of purchasing the non-exclusive data use licence for the Data as specified and fully described in Schedule II hereto;

NOW THEREFORE, for and in consideration of the covenants undertaken by the parties hereto, the parties have agreed as follows;

1. DELIVERABLES AND DELIVERY TERMS

Within twenty (20) days of executing of this Agreement and on receipt of the full payment AJJ-CGL will deliver to the Client by courier, to its registered office or any other address that is specified by the Client, the following:

- (a) All the vectorized data specified in Schedule II, in the form of SEG Y files and Navigation files in a suitable electronic form (such as an external hard drive device or DVD).

On request, the Data can also be transmitted to the Client through a secure ftp site set up for the purpose.

2. TOTAL LICENCE FEE

The Total Licence Fee is **US\$** to be paid by the Client to AJJ-CGL

(this is the aggregate price of Data selected by Client for purchase, as described in Schedule II)

3. PAYMENT TERMS

Payments have to be in US Dollars and will be made by electronic transfer to AJJ-CGL's designated bank account as detailed in Paragraph 4.

4. BANKING COORDINATES

Bank details of AJJ-CGL

Bank Name:

Bank Address:

Branch:

Account Name:

Account Number:

Sort Code:

BIC:

IBAN:

5. OWNERSHIP OF THE DATA

Government of Sri Lanka (GOSL) is the owner of the data.

6. CONFIDENTIALITY OF THE DATA

Client acknowledges that all intellectual property rights in the Data are vested in the GOSL. Client also agrees that the Data will be for its INTERNAL USE ONLY. Client will not show, display, divulge, sell, transfer, trade, lend or otherwise disclose the Data to any other person or company except as may be specifically authorized in this Agreement.

7. USE OF THE DATA BY THIRD PARTIES

Client may disclose the Data without prior written consent of AJJ-CGL:

- (1) to the extent the Confidential Information or the existence of the Discussions must be disclosed under applicable law, including by stock exchange regulations or by a governmental order, decree, regulation or rule, provided that Client shall make all reasonable efforts to give prompt written notice to AJJ-CGL prior to such disclosure; or
- (2) to the following persons to the extent that Client needs them to evaluate the Country Assets or the Potential Transaction:
 - (i) employees, officers, and directors of Client and/or its Affiliated Companies;
 - (ii) employees, officers, and directors of an Affiliated Company of Client ("Affiliated Company" means, with respect to an entity, any company or legal entity that controls, or is controlled by, or that is controlled by an entity that controls, such entity. "Control" means the direct or indirect ownership of more than fifty (50) percent of the voting rights in a company or other legal entity);
 - (iii) any consultant or agent retained by Client or its Affiliated Company; or
 - (iv) any bank, financial institution, or entity funding or proposing to fund participation by Client in the Potential Transaction, including any consultant retained by such bank, financial institution, or entity.

Prior to making any disclosures to persons under Article 7.2.(iii) or Article 7.2.(iv), however, the Client shall obtain an undertaking of confidentiality, in the same form and content as this Agreement, from each such person; provided, however, that in the case of outside legal counsel, the Client shall only be required to procure that such legal counsel is bound by an obligation of confidentiality.

8. TERMS AND CONDITIONS AND TERMINATION

(a) The use licence granted in this Agreement will be in force for an initial period of ten (10) years from the Effective Date, and shall then be tacitly renewed for one (1) year periods.

Subject to a notice served to the other Party at least ninety (90) calendar days before the end of each period of validity, each Party shall have the right to terminate this

Agreement. In such a case, this Agreement shall expire at the end of the current period of validity.

Notwithstanding such termination, during the term of any active License this Agreement shall remain effective and the Parties shall continue to be bound by all terms and conditions of this Agreement for the unexpired term of any active License.

(b) AJJ-CGL may terminate this Agreement and the use rights granted herein, if Client commits a breach of this Agreement, such as, without limitation, disclosing, displaying, selling, transferring, trading or lending the Data, except as authorized in this Agreement.

(c) This Licence Agreement and the use rights granted under this Agreement will automatically terminate in the event of the liquidation or dissolution of Client, or if the ownership or control of Client materially changes by virtue of a merger, acquisition of stock or assets, buy-out or other similar transaction, unless AJJ-CGL has previously given written consent to the assignment or transfer of the Data and this Agreement and the rights and obligations granted hereby to Client's successor in ownership or control.

(d) Upon termination of the licence of the Data provided under this Agreement, all of the Data, and all copies thereof will be promptly returned to, or Client will certify to in writing that the Data and all copies thereof, have been destroyed.

9. WARRANTIES

(a). AJJ-CGL warrants that it has obtained full authority from GOSL by the letter dated 16th May 2012 to supply the Data and grant the rights granted to Client in this Agreement.

(b) AJJ-CGL has made every effort to ensure that the processes of vectorizing, digitizing and setting up the database are accurate and reliable in accordance with good industry practice. AJJ-CGL does not however, guarantee the correctness of results and shall not be liable or responsible for any loss, costs, damages or expenses incurred or sustained by anyone resulting from any interpretation or recommendation made therefrom.

(c). Under no circumstance will either party be liable to the other for consequential, punitive, direct, indirect, special or incidental damages of any kind, including without limitation, loss of profit or other economic loss or business interruption, however same may be caused.

10. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by, interpreted and construed in accordance with the Laws of England.

The Parties shall endeavor to settle any dispute ("Dispute") arising out of or in connection with or in relation to this agreement amicably. Where no such settlement is reached within thirty (30) days of the Dispute arising, either Party may refer the matter to the Arbitration.

Any Dispute referred to arbitration shall be settled in accordance with UNCITRAL Rules of arbitration. The seat of arbitration shall be in London. The arbitral tribunal shall consist of three (3) arbitrators. Each Party shall nominate one arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator who shall act as the chairman. The other party shall appoint the second arbitrator within 30 days of the receipt of notice of arbitration and appointment of arbitrator. Both arbitrators shall, within 30 days, thereafter appoint the chairman (the third arbitrator) .If the chairman of the Tribunal is not appointed within 30 days of appointment of the second arbitrator, the London Court of International Arbitration shall appoint the third arbitrator. The chairman shall not originate from or be a national of the country of either of the Parties and shall have no interest or relation whatsoever with either Party or with any of the entities constituting the Parties.

The language of arbitration shall be the English language. The award of arbitration shall be in English and shall be final and binding on the parties to the Dispute.

The cost of the Arbitration will be borne equally by both the Parties.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes and replaces any oral or written communications or agreements previously made relating to the subject matter between the parties. This Agreement will not be amended except by a written instrument executed by duly authorized representatives of both parties.

IN WITNESS WHERE OF, the parties have executed this Agreement effective as

.....

Signed on and behalf of

AJJ-CGL

By:

Director

.....

Signed on behalf of

By:

SCHEDULE I

VECTORIZED LEGACY SEISMIC LINES AVAILABLE FOR NON-EXCLUSIVE LICENSING

The available Data consists of the vectorized SEGY files and Navigation data for lines from the seismic surveys conducted in the Sri Lanka sector of the Cauvery Basin during the period 1967 to pre-2001. The lines are being licensed at the rate of US\$20/Km up to a total line length of 400 Km, and any line lengths in excess of this amount at the rate of US\$10/Km.

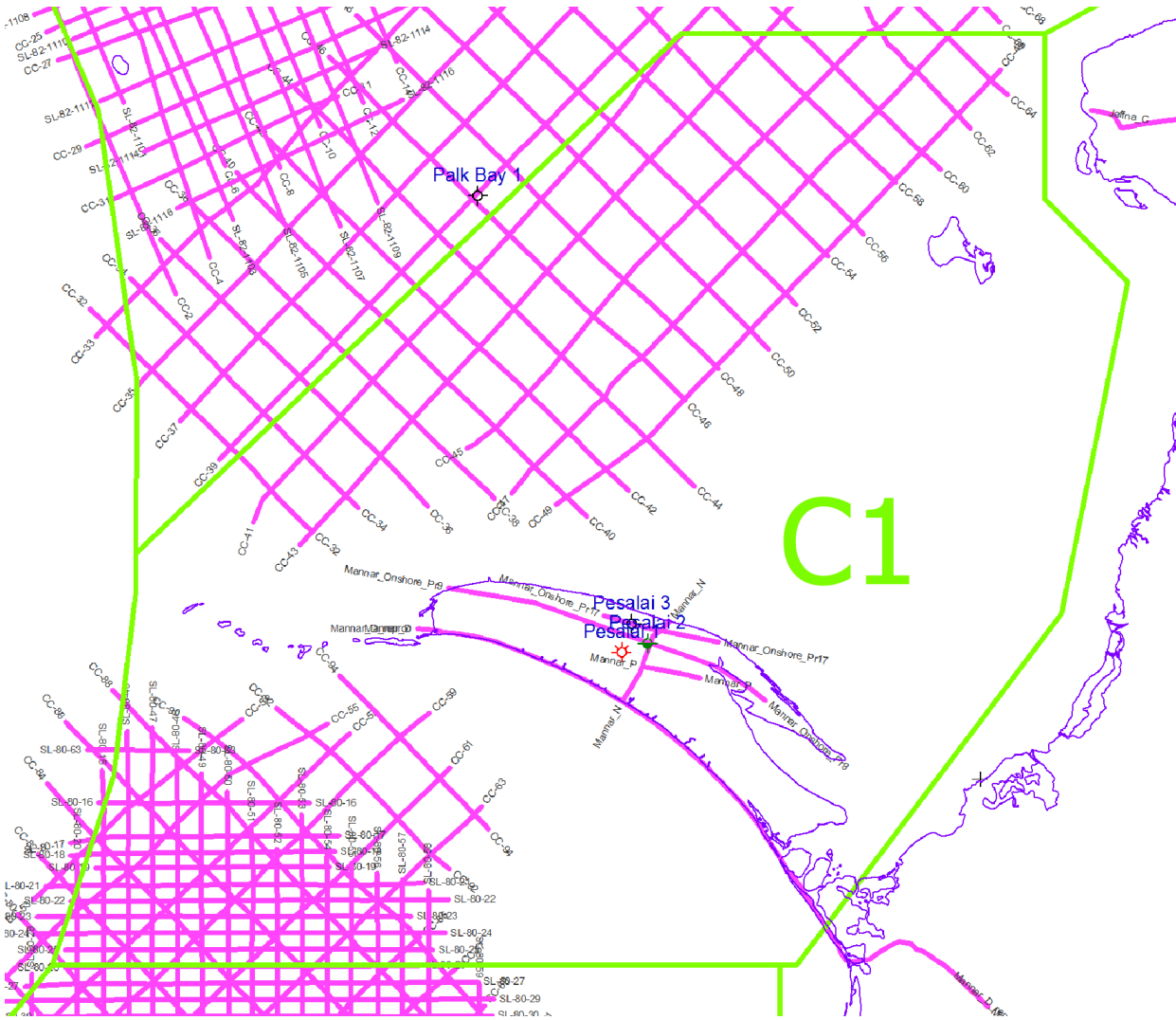
The maps of the Licence Blocks C1, C2, C3, C4 and C5, showing the seismic lines along with a tabulation of line lengths, are shown in pages 8, 9, 10, 11 and 12 respectively. The tabulation includes a column showing the full length of the seismic line traversing the block, and a column showing the length of the line truncated within the block boundary. For compliance with the licence bid requirements Client needs to purchase the latter – for convenience the summation of the total line length for compliance requirement for each block is summarized below (the price using the above charging rate is shown):

<u>Block</u>	<u>Compliance Line length (Km)</u>	<u>Price (US\$)</u>
C1	996.3	13963-00
C2	1370.0	17700-00
C3	1465.1	18651-00
C4	720.5	11205-00
C5	597.5	9975-00

Client needs to fill in Schedule II on Page 13, with his requirements per licence block.

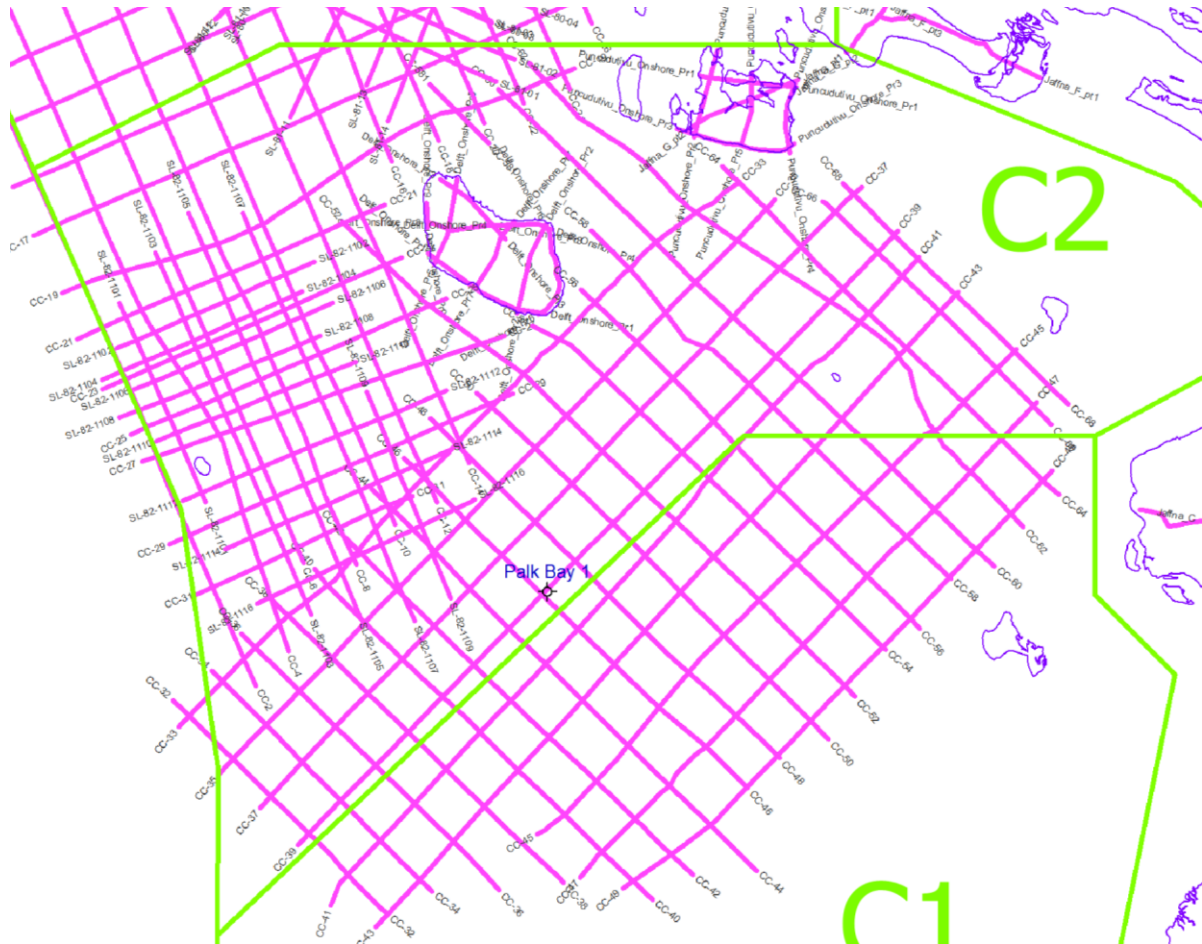
A handling charge of 10% should be added to the Total.

Cauvery Basin - 2D Seismic Lines crossing Licence Block C1



SEISMIC LINES IN BLOCK C1

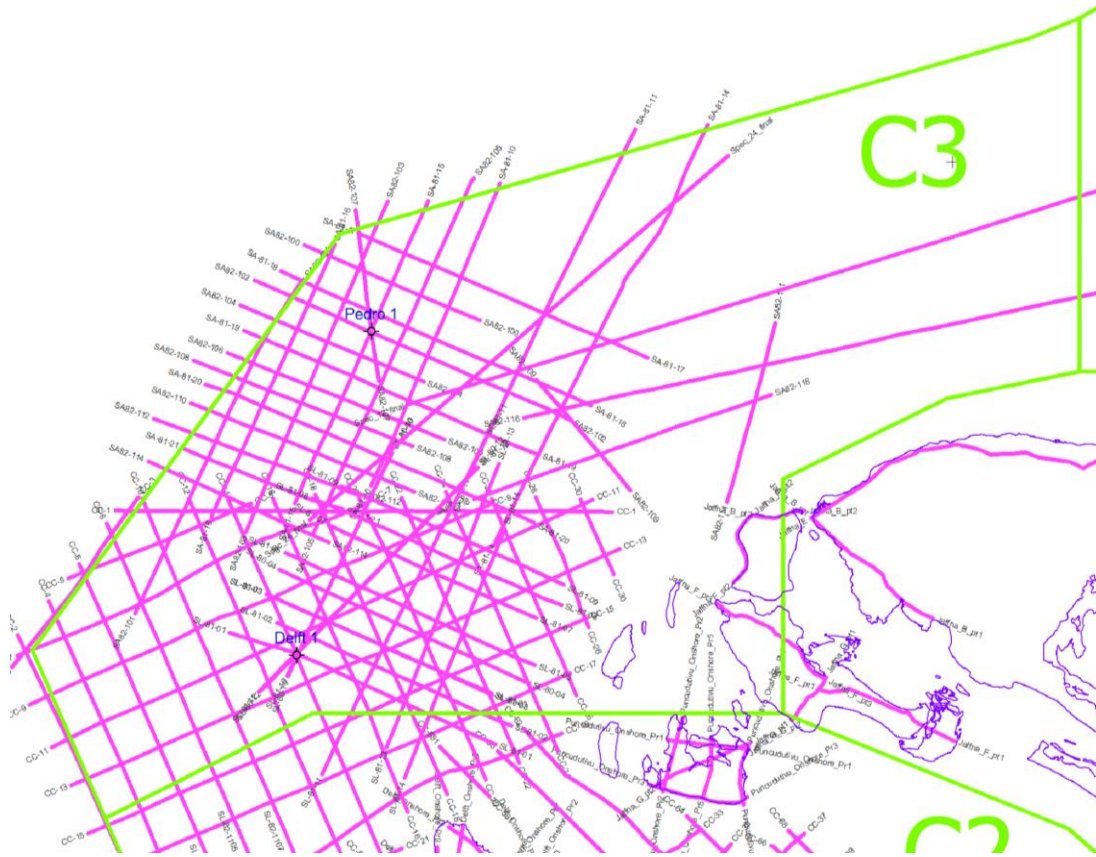
Seismic Line	Full Line (Km)	Line Truncated Within Block (Km)
CC-32	19.0	7.0
CC-34	19.5	7.2
CC-36	22.8	10.1
CC-38	25.4	12.5
CC-40	29.6	17.1
CC-41	55.1	39.4
CC-42	30.3	17.7
CC-43	54.0	41.8
CC-44	34.0	20.3
CC-45	42.8	34.9
CC-46	29.9	16.2
CC-47	41.4	38.5
CC-48	30.5	16.2
CC-49	37.6	37.6
CC-50	14.6	17.4
CC-52	30.9	16.7
CC-53	16.6	11.7
CC-54	30.1	15.8
CC-55	26.6	19.6
CC-56	30.1	16.4
CC-57	31.6	20.2
CC-58	31.5	12.8
CC-59	40.7	21.8
CC-60	43.1	11.7
CC-61	39.0	17.1
CC-62	43.3	7.9
CC-63	43.5	13.8
CC-64	29.5	5.4
CC-65	32.2	2.5
CC-80	36.7	0.8
CC-82	38.9	5.8
CC-84	41.3	10.7
CC-86	55.1	16.2
CC-88	43.6	22.1
CC-90	51.9	21.5
CC-92	14.3	14.3
CC-94	9.4	9.4
Mannar_D	41.1	0.0
Mannar_D_reproc	29.4	29.4
Mannar_N	5.8	5.8
Mannar_P	3.6	3.6
SL-80-15	28.9	9.6
SL-80-16	12.4	12.4
SL-80-17	16.3	14.9
SL-80-18	16.0	14.9
SL-80-19	14.1	14.1
SL-80-20	24.0	4.6
SL-80-21	22.8	20.9
SL-80-22	22.8	22.7
SL-80-23	22.6	20.7
SL-80-24	24.8	23.1
SL-80-25	22.2	22.2
SL-80-46	55.5	14.1
SL-80-47	33.3	14.3
SL-80-48	36.6	12.5
SL-80-49	30.5	11.5
SL-80-50	50.3	10.5
SL-80-51	30.5	8.3
SL-80-52	29.0	7.0
SL-80-53	27.9	9.1
SL-80-54	46.4	6.6
SL-80-55	27.2	8.4
SL-80-56	24.3	5.5
SL-80-57	24.3	5.1
SL-80-58	46.0	4.5
SL-80-63	6.2	4.4
Mannar_Onshore_Pr17	7.1	7.1
Mannar_Onshore_Pr9	20.4	20.4
TOTAL	2048.7	996.3



SEISMIC LINES IN BLOCK C2

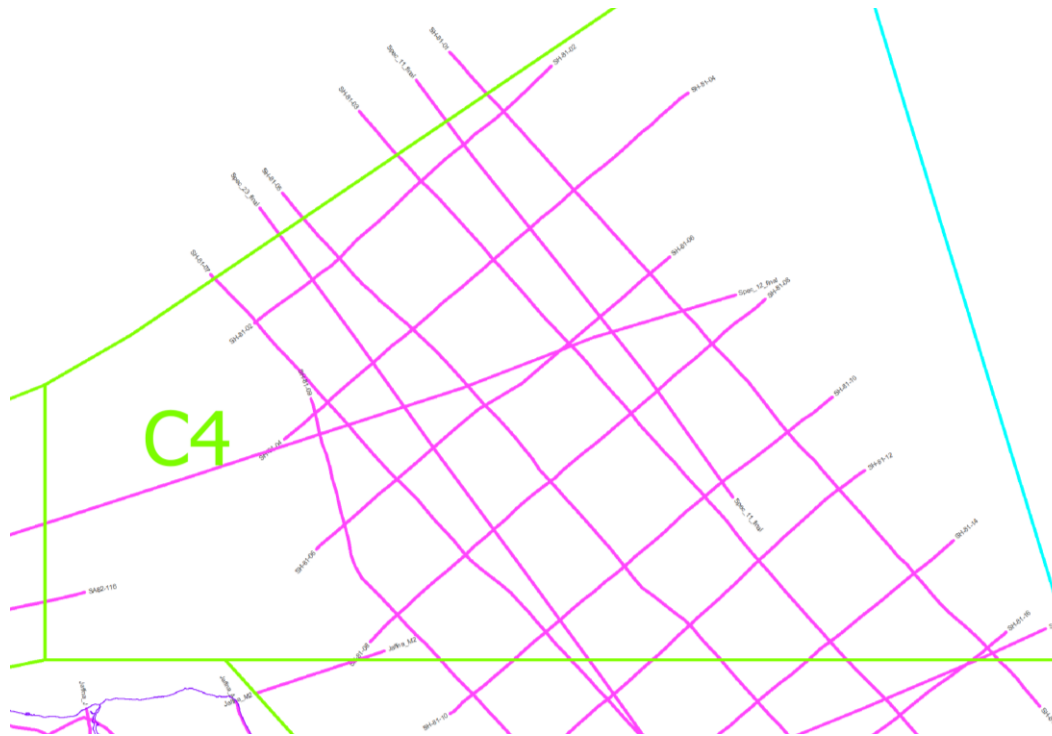
Cauvery Basin - 2D Seismic Lines crossing Licence Block C2

Seismic Line	Full Line (Km)	Line Truncated Within Block (Km)
CC-10	50.2	30.2
CC-12	48.6	30.1
CC-14	45.9	28.6
CC-15	40.3	22.4
CC-16	25.3	7.8
CC-17	37.5	30.2
CC-18	24.3	6.5
CC-19	35.3	35.3
CC-2	50.4	33.5
CC-20	22.9	5.4
CC-21	21.0	21.0
CC-22	21.5	4.0
CC-23	20.4	20.4
CC-24	20.9	3.0
CC-25	21.5	21.5
CC-27	24.0	22.9
CC-29	23.5	23.5
CC-31	14.8	14.8
CC-32	19.0	12.0
CC-33	47.2	47.2
CC-34	19.3	12.3
CC-35	50.1	50.1
CC-36	22.8	12.7
CC-37	54.2	54.2
CC-38	25.4	12.9
CC-39	53.8	53.8
CC-4	50.8	35.8
CC-40	29.6	12.5
CC-41	55.1	15.7
CC-42	30.3	12.6
CC-43	54.0	12.2
CC-44	34.0	13.7
CC-45	42.8	7.9
CC-46	29.9	13.7
CC-47	41.4	2.9
CC-48	30.5	14.3
CC-50	30.9	13.5
CC-52	43.9	27.2
CC-54	30.1	14.3
CC-56	30.1	13.7
CC-58	31.5	18.7
CC-581	5.3	5.3
CC-6	46.7	29.6
CC-60	43.1	31.4
CC-62	43.3	35.4
CC-64	29.5	24.1
CC-66	20.0	20.0
CC-68	19.7	19.7
CC-8	50.9	31.4
Jaffna_G_pt1	4.2	4.2
Jaffna_G_pt2	7.6	7.6
SL-81-01	21.5	5.7
SL-81-02	19.0	2.4
SL-81-11	27.8	5.1
SL-81-13	22.7	2.8
SL-81-14	20.0	5.2
SL-82-1101	13.6	13.6
SL-82-1102	13.5	13.5
SL-82-1103	24.7	24.7
SL-82-1104	13.7	13.7
SL-82-1105	27.6	27.6
SL-82-1106	13.5	13.5
SL-82-1107	27.8	27.8
SL-82-1108	13.5	12.3
SL-82-1109	14.0	14.0
SL-82-1110	13.4	13.4
SL-82-1112	17.9	17.9
SL-82-1114	15.3	15.3
SL-82-1116	15.1	15.1
Delft_Onshore_Pr1	8.4	8.4
Delft_Onshore_Pr2	5.9	5.9
Delft_Onshore_Pr3	5.6	5.6
Delft_Onshore_Pr4	3.8	3.8
Delft_Onshore_Pr5	5.6	5.6
Delft_Onshore_Pr6	6.3	6.3
Delft_Onshore_Pr7	5.0	5.0
Delft_Onshore_Pr8	4.3	4.3
Delft_Onshore_Pr9	1.6	1.6
Puncudutivu_Onshore_Pr1	6.1	6.1
Puncudutivu_Onshore_Pr2	5.5	5.5
Puncudutivu_Onshore_Pr3	6.1	6.1
Puncudutivu_Onshore_Pr4	4.1	4.1
Puncudutivu_Onshore_Pr5	4.6	4.6
TOTAL	2082.6	1370.0



SEISMIC LINES IN BLOCK C3

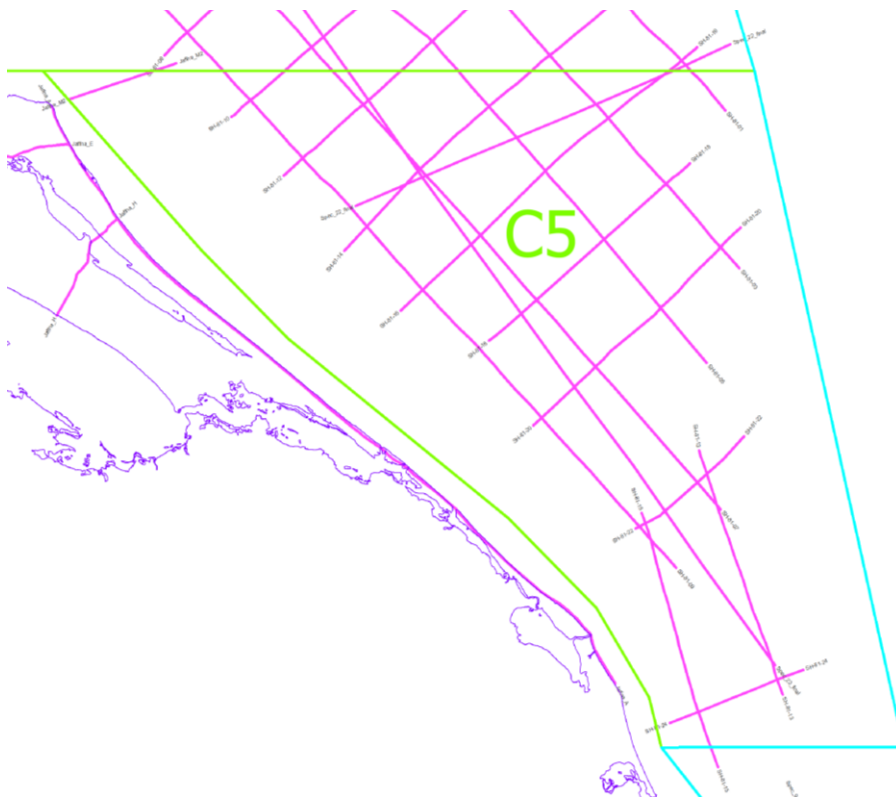
Seismic Line	Full Line (Km)	Line Truncated Within Block (Km)
CC-1	36.8	36.8
CC-10	50.2	19.9
CC-11	44.1	44.1
CC-12	48.6	18.5
CC-13	44.3	44.3
CC-14	45.9	17.3
CC-15	40.3	17.9
CC-16	25.3	17.5
CC-17	37.5	7.3
CC-18	24.3	17.8
CC-2	50.4	16.9
CC-20	22.9	17.5
CC-22	21.5	17.5
CC-24	20.9	17.9
CC-26	15.8	15.8
CC-28	10.4	10.4
CC-30	6.0	6.0
CC-4	50.8	15.0
CC-5	14.6	14.6
CC-6	46.7	17.1
CC-7	28.6	28.6
CC-8	50.9	19.5
CC-9	37.1	37.1
Jaffna_B_pt2	3.7	3.7
Jaffna_F_pt2	6.0	6.0
Jaffna_F_pt3	11.4	11.4
SA-81-10	24.4	24.4
SA-81-11	28.5	28.5
SA-81-14	34.8	34.8
SA-81-15	24.6	24.6
SA-81-16	22.2	22.2
SA-81-17	23.2	23.2
SA-81-18	25.1	25.1
SA-81-19	23.6	23.6
SA-81-20	26.5	26.5
SA-81-21	12.6	12.6
SA82-100	14.2	14.2
SA82-101	27.8	27.8
SA82-102	25.3	25.3
SA82-103	23.7	23.7
SA82-104	14.8	14.8
SA82-105	29.0	29.0
SA82-106	17.3	17.3
SA82-107	12.9	12.9
SA82-108	17.5	17.5
SA82-109	10.8	10.8
SA82-110	17.9	17.9
SA82-111	13.8	13.8
SA82-112	16.3	16.3
SA82-114	14.7	14.7
SA82-116	46.1	42.2
SA82-118	23.4	23.4
SL-80-03	18.3	18.3
SL-80-04	20.4	20.4
SL-80-10	18.4	18.4
SL-80-12	23.0	23.0
SL-81-01	21.5	15.8
SL-81-02	19.0	16.6
SL-81-03	18.2	18.2
SL-81-05	20.0	20.0
SL-81-07	16.9	16.9
SL-81-08	20.1	20.1
SL-81-09	18.1	18.1
SL-81-10	18.3	18.3
SL-81-11	27.8	22.7
SL-81-12	23.3	23.3
SL-81-13	22.7	19.9
SL-81-14	20.0	14.8
Spec_12_final	121.5	55.5
Spec_24_final	41.4	41.4
TOTAL	1854.8	1465.1



SEISMIC LINES IN BLOCK C4

Cauvery Basin - 2D Seismic Lines crossing Licence Block C4

Seismic Line	Full Line (Km)	Line Truncated Within Block Length (Km)
Jaffna_M2	12.9	3.1
SA82-116	46.1	3.9
SH-81-01	83.7	72.9
SH-81-02	37.5	37.5
SH-81-03	99.3	64.6
SH-81-04	50.8	50.8
SH-81-05	104.5	58.2
SH-81-06	43.8	43.8
SH-81-07	116.4	49.9
SH-81-08	50.0	50.0
SH-81-09	106.5	28.7
SH-81-10	47.4	39.4
SH-81-12	44.9	27.2
SH-81-14	47.3	18.0
SH-81-16	44.8	4.1
Spec_11_final	49.9	45.2
Spec_12_final	121.5	66.5
Spec_22_final	46.4	6.8
Spec_23_final	135.7	50.0
TOTAL	1289.4	720.5



Cauvery Basin - 2D Seismic Lines crossing Licence Block C5

Seismic Line	Full Line (Km)	Line Truncated	
		Within Block	Length (Km)
Jaffna_M2	12.9	9.8	
SH-81-01	83.7	5.5	
SH-81-03	99.3	29.3	
SH-81-05	104.5	43.2	
SH-81-07	116.4	66.0	
SH-81-09	106.5	77.8	
SH-81-10	47.4	8.0	
SH-81-12	44.9	17.8	
SH-81-13	28.9	28.9	
SH-81-14	47.3	29.4	
SH-81-15	29.7	27.4	
SH-81-16	44.8	40.7	
SH-81-18	28.6	28.6	
SH-81-20	25.7	25.7	
SH-81-22	16.2	16.2	
SH-81-24	16.3	16.3	
Spec_22_final	46.4	39.6	
Spec_23_final	135.7	87.5	
TOTAL	1035.3	597.5	

SEISMIC LINES IN BLOCK C5

SCHEDULE II

DATA SELECTED BY CLIENT FOR INCLUSION IN THIS AGREEMENT

Client intends to purchase a non-exclusive user licence for the following Vectorized Seismic Lines from those described in Schedule I:

<u>Block/Survey/Line</u>	<u>Line length (Km)</u>
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Total Line Length (Km)Km
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Licence Fee for above seismic lines	US\$
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10% Handling Charge	US\$
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TOTAL	US\$
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