

DATASET USER LICENSE/USE LIMITATIONS**BACKGROUND**

The Carnegie Museum of Natural History (CMNH) Center for Biodiversity and Ecosystems, through its GIS Laboratory located at Powdermill Nature Reserve has developed the CMNH Pennsylvania Unconventional Natural Gas Wells Geodatabase (UNCGDB) (hereinafter referred to as WORK PRODUCT) that vertically integrates data from the Pennsylvania Department of Environmental Protection (PA DEP) database into a useful data compilation for scientific investigation. This WORK PRODUCT of CMNH offers a concise and pragmatic set of filtered and processed datasets in the public domain for unconventional wells in Pennsylvania. CMNH makes no warranty or guarantee with regard to the accuracy or completeness of the data. The WORK PRODUCT is being offered to universities and other scientific organizations without charge. As a condition of such non-royalty bearing license grant of its WORK PRODUCT to the dataset user (USER), USER accepts the following terms and conditions governing the employment of this WORK PRODUCT:

INITIALIZATION

USER of the UNCGDB accepts the terms and conditions of this license upon receipt and acceptance of the dataset from CMNH. This license shall be effective until termination of the same by either party. In either case termination shall include the return of the UNCGDB data set to CMNH uncopied. USER acknowledges that the UNCGDB dataset is the WORK PRODUCT of CMNH and is owned by CMNH. USER agrees not to use, nor directly or indirectly permit the use of, the UNCGDB dataset in a manner inconsistent with the intended use of the dataset without the written consent of CMNH.

LICENSE

CMNH grants to USER a non-exclusive, non-transferable, non-assignable license to use the UNCGDB dataset for scientific analysis and data manipulation consistent with this license. It is not the intent of CMNH to give USER any right, title, interest in its WORK PRODUCT other than the rights herein granted.

WARRANTY

CMNH makes no warranty of any variety with regard to the completeness of the data, the merchantability of the data, or the fitness of the UNCGDB dataset and data for a particular purpose of use. No representation is made as to the accuracy, currency, or completeness of the UNCGDB dataset or the data resources upon which it is based.

CONSTRAINTS OF USE

USER agrees to use the UNCGDB dataset for non-commercial scientific purposes. All publication of data associated with the UNCGDB dataset or findings resultant from USER's employment of the same shall provide proper and appropriate credit to CMNH for their WORK PRODUCT and the license granted to USER hereunder. Neither the publication of data nor the associated findings shall result in any commercial value to USER either directly or indirectly. Any sale, distribution, transfer, assignment, or sub-licensing of the UNCGDB dataset or second generation thereof is expressly prohibited without the written consent of CMNH. All employees and other recipients of USER's UNCGDB dataset shall be notified and instructed of these restrictions. USER shall use its best efforts to prevent any misuse of the UNCGDB dataset and report to CMNH any knowledge it may have regarding the same as it becomes aware of such misuse.

UPDATES

CMNH may elect to provide updates to the UNCGDB dataset as additional data is generated by or through PA DEP. CMNH shall not have the obligation to generate or provide such updates. Neither the provision of such updates nor the election not to provide such updates shall have any associated liability attached to CMNH. The parties hereto shall make each other aware of any upgrades or modification to the UNCGDB on the annual anniversary of this license. All updates and modifications of the dataset shall be subject to the same terms and conditions found herein. USER shall make CMNH aware of any upgrades or modifications made by USER to the WORK PRODUCT on the annual anniversary of this license.

COMPLETENESS

This license constitutes the complete and exclusive agreement between USER and CMNH relating to the WORK PRODUCT discussed herein. This license agreement supersedes all prior arrangements, correspondence, proposals, or agreements between the parties relating to the UNCGDB dataset. This agreement may be modified only by written amendment signed by both parties. If any provision of this Agreement is determined to be invalid or unenforceable the remaining provisions of this Agreement shall continue to be valid and enforceable. Neither this Agreement nor any of the rights granted hereunder may be assigned or transferred by USER without the express written approval from CMNH. Any attempted unauthorized assignment or transfer of the WORK PRODUCT or dataset is void. The exclusive remedy for breach of this License Agreement shall be the negation of the license and the return of all dataset information in whatever form to CMNH. USER shall thereafter be prohibited from any further use of the WORK PRODUCT and/or UNCGDB dataset.

NO ENDORSEMENTS

The delivery of the WORK PRODUCT by CMNH to user under this License Agreement is not intended nor should it be construed as an endorsement of USER's employment of the same without the express written agreement to the same by CMNH. USER shall nevertheless be obligated to credit CMNH for its development of its WORK PRODUCT in all publicity and acknowledgements which may be appropriate.

ACCEPTANCE

This License Agreement shall be deemed to be accepted by the USER upon its acceptance of the delivery of CMNH's WORK PRODUCT dataset. No other acceptance shall be necessary. Should USER not agree to the terms and conditions under which this License is granted USER shall inform CMNH of its non-acceptance and shall return the UNCGDB dataset to CMNH.