

**EZ-FRISK® LICENSE
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30.12.2015

1. PARTIES TO AGREEMENT.

This end user license agreement (EULA or "Agreement") is made between Fugro Consultants, 1777 Botelho Drive, Suite 262, Inc. Walnut Creek, California 94596 USA ("Owner"), and I. Javakhishvili Tbilisi State University, Chavchavadze av. 1, 01128, Tbilisi, Georgia (who will be referred to in this EULA as "Licensee"). Licensee represents that he/she is employed by an educational or government institution.

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This Agreement covers the interactive computer program identified as EZ-FRISK®, (the "Software"), all its versions, modules, usernames and passwords required for usage authentication and authorization, its inherent databases, and all of its Documentation. EZ-FRISK® is a registered trademark of Fugro Consultants, Inc. The "Documentation" pertains to the user's manual that may be supplied with Software and the "Help" files (installed .hlp and .cnt extension files) supplied to be used within Software's help file system, providing information on program operation. For the payment of an Annual License Fee (see Section 7), Owner hereby grants to Licensee a non exclusive, non transferable license (the "License") to use Documentation and operate Software **for educational or government-funded research purposes only**, subject to the terms and conditions of this Agreement.

3. PERIOD OF APPLICABILITY.

This Agreement and License are effective on March 10, 2016 (the "Effective Date"). **License is valid for a one year time period** beginning on the Effective Date (this is the "Period of Applicability") unless terminated by either party in accordance with this Agreement. This Agreement shall remain in effect so long as License is valid and in addition, Sections 6, 12, 13, 14, 15, 20, 21, 22, 23, 24 and 26 shall survive the termination of this Agreement. Owner and Licensee may, upon mutual agreement, extend Period of Applicability, for additional periods of one year. If License Agreement is not extended after Period of Applicability expires, Licensee must uninstall the Software from all computers that host Software at the end of the current License year. Owner will then disable usage authorization by making Licensee's account on Owner's internet server inactive.

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Owner may terminate License upon ten (10) days written notice (a) if Licensee, its officers, agents, or employees violate any provisions of this Agreement, or (b) if Licensee terminates or suspends its business, or (c) if Licensee becomes subject to any bankruptcy proceeding, or becomes insolvent or subject to control by a trustee, receiver, or similar authority, or (d) if Licensee fails to make annual payments as prescribed in this Agreement in a timely manner.

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If security of Software, usernames, passwords, or Documentation is compromised, Licensee must notify Owner immediately so that new security procedures can be established. Owner may periodically require Licensee to change password associated with Software usage authorization.

7. TERMS AND CONDITIONS OF PAYMENT.

In consideration of the terms and conditions described herein, Licensee shall pay Owner the amount indicated in registration process (the "Annual License Fee") plus applicable sales, use or excise taxes, if any, which shall be a payment for use of Software only at sites defined below under "Authorized Applications." Subsequent payment of Annual License Fee shall be made on a yearly basis if Period of Applicability is extended according to Section 3, and subsequent payments shall continue until Agreement is terminated as described under the section entitled Termination.

Owner may increase or decrease Annual License Fee without restriction for subsequent years. Upon License renewal, Fees are valid for one year only.

8. DELIVERY OF SOFTWARE AND DOCUMENTATION.

Owner shall deliver Software to Licensee by distributing Software on a compact disk (CD) or by allowing Licensee to download Software from a website, if section entitled Terms and Conditions of Payment are met. Software requires an established connection to the internet for usage authorization and authentication. An internet connection must be established during the operation of Software. Documentation in printed form may or may not be supplied with Software. Documentation shall include instructions on installing Software on Licensee's computers. Licensee assumes full responsibility for maintenance of Software, except for Maintenance provided by Owner pursuant to "Maintenance" as described herein.

9. AUTHORIZED LOCATIONS OF INSTALLATION.

Licensee may install Software on one computer at a location owned or leased by Licensee. If Licensee wishes to install Software on additional computers subsequent to Effective Date of this Agreement, Licensee must contact Owner for authorization and may be required to pay additional fees.

10. AUTHORIZED APPLICATIONS.

Licensee may use Software to investigate **sites in the country of Georgia as an instrument of education or government-funded research only**. Software shall not be used as a commercial service to third party persons, companies or other entities. **If results of Software calculations are published in any form, Licensee must identify the name of Software and Owner as the tool used in the calculations.**

11. USE OF NAMES.

Note the requirement of Licensee to identify Software and Owner in Section 10. Licensee may identify the name of Software and name of Owner to third parties, when it deems such identification to be appropriate in the normal conduct of its business. Owner may not use or identify name of Licensee of EZ-FRISK® Software in any advertising or for publicity unless prior written consent has been obtained from Licensee. Owner may identify name of Licensee of EZ-FRISK® Software when appropriate in normal conduct of its business. Any other use of Owner's or Licensee's name(s) or commitments under this Agreement is disallowed. Any use of Software and name of Owner in connection with a U.S. Securities and Exchange Commission filing is disallowed.

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14. ACCEPTANCE PERIOD.

Licensee shall have a period, starting with the date of delivery and installation of Software and Documentation and ten days after (the "Acceptance Period"), to test and evaluate Software. If, for any reason, Licensee is dissatisfied with performance or specifications of Software, it must notify Owner in writing during Acceptance Period that Software is not accepted. In this event Software and Documentation must be returned by Licensee to Owner in original condition. Possession of Software, and/or Documentation by Licensee after Acceptance Period shall constitute acceptance of Software by Licensee. In the event that Software is not accepted by Licensee, License shall cease to be valid and shall be considered terminated by both Owner and Licensee, in accordance with Section 4.

15. WARRANTY.

Owner warrants that for a period of twelve (12) months from the date of delivery of Software and Documentation that Software, when properly installed on Licensee's computer having the appropriate characteristics and capabilities, and operated in accordance with Documentation, will perform as described. EXCEPT AS SPECIFICALLY PROVIDED IN THE ABOVE WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Owner does not warrant that Software (and inherent data bases) are error free, that Software is appropriate for taking actions or for making decisions regarding perils from natural catastrophes, seismic hazard engineering, or that Software will execute uninterrupted for all applications. In the event that correction of Software cannot be made within a reasonable time (thirty days) by Owner, Licensee may return Software and Documentation and obtain a refund of Annual License Fee from Owner. Licensee must notify Owner of any warranty claim under this section in writing within ten (10) days of the expiration of the warranty. The remedies indicated here are the sole and exclusive remedies available to Licensee. In no event shall Owner be liable for special, indirect, consequential, or other damages; Owner's liability shall, in any case, be limited to License Fee paid under this Agreement.

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- c) Documentation updates. These are modifications to Documentation that make it more complete, readable, or understandable.

- d) Software Version Upgrades. These are improvements, extensions, or other changes to Software that Owner, at its discretion, deems to be logical improvements or extensions of the original product supplied.
- e) Technical Support. This refers to a reasonable amount of telephone or written assistance (up to 5 man-hours) during Acceptance Period should Licensee encounter difficulties in use of Software or understanding of Documentation. If Software is accepted, Owner and Licensee shall agree upon a reasonable amount of technical support for period after Acceptance Period.

17. TECHNICAL SUPPORT.

Technical support for Software above and beyond that provided by the Maintenance section above (e.g. on site assistance in offices of Licensee, or requests of time for assistance that exceed the amount specified under this section) shall be provided by Owner under its usual consulting terms, upon written request for that assistance from Licensee. This shall apply also to special or custom modifications to Software requested by Licensee.

18. RIGHTS TO FUTURE SOFTWARE MODIFICATIONS AND IMPROVEMENTS.

In the event Owner develops modifications or improvements to Software that are beyond those included under the Maintenance section, Licensee shall have the right to obtain such modified or improved versions at the lesser of (a) Annual License Fee charged by Owner for the modified/improved version, or (b) the difference between the then current price charged by Owner for the modified/improved version and the Annual License Fee paid under this Agreement.

19. RIGHTS OF ASSIGNMENT.

This Agreement, License to operate Software, and the rights and obligations of Owner and Licensee agreed upon herein shall not be assigned or otherwise transferred or disposed of in whole or part, including by operation of law, by either party except as consented to in writing by the other party. License shall not be sublicensed by Licensee. However, Owner or Licensee may assign this Agreement to a successor entity that legally assumes whole or majority ownership of that party. In this case all rights and obligations of that party will be assigned to the successor entity.

20. SEVERABILITY.

If any provision of this Agreement is declared to be invalid, illegal, or unenforceable by a court of law, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

21. APPLICABLE LAW.

Except for matters governed by federal law of the United States of America (e.g., copyright, bankruptcy), this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and both parties agree that any dispute arising out of this Agreement shall be resolved in federal or state courts in the State of Colorado.

22. ENTIRETY OF AGREEMENT.

This Agreement is the complete and exclusive statement of rights and obligations between Owner and Licensee relative to Software and the Documentation. This Agreement supersedes all prior proposals, communications and understandings, oral or written, between the parties. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall govern. This Agreement shall not be modified or altered except by a written amendment executed by both parties, in which case such amendment shall become a part of this Agreement as of the Effective Date of the amendment.

23. WAIVER OF RIGHTS.

The failure of either party to enforce or exercise its rights under this Agreement on one occasion shall not be deemed a waiver of any rights under this Agreement on a subsequent occasion.

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The various headings appearing at the beginning of the sections of this Agreement have been inserted for identification and reference purposes only, and shall not be used in the construction and interpretation of this Agreement.

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26. LEGAL FEES.

If any dispute relating to this Agreement is litigated between the parties, the prevailing party shall be entitled to recover its reasonable attorney's fees in addition to any other relief to which it may be entitled.

27. NOTICE.

Where notice is required under this Agreement, it must be in writing either (a) by registered or certified mail, return receipt requested (in which case the Effective Date is the date of acknowledgment of receipt), or (b) by telefax followed by a copy sent by airmail, provided receipt is confirmed verbally by the receiving party and the person acknowledging receipt is noted on the original document along with the date and time of acknowledgment (in which case Effective Date is the date of acknowledgment).

Notice under this Agreement shall be given to the persons and addresses indicated below, unless changed in writing by either party. The "Contractual Contact" shall receive all notices regarding actions associated with this Agreement. The "Technical Contact" shall receive all notices regarding Maintenance and associated technical changes to Software and Documentation.

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LICENSEE'S REPRESENTATIVES

TECHNICAL CONTACT
Dr. Nino Tsereteli

Name

Institute of Geophysics of
I. Javakhishvili State University
Institution Name

Alexidze 1 0160
Address

Tbilisi, Georgia
City, State, Country

Telephone Number

CONTRACTUAL CONTACT

Mr. David Chomakhidze
Name

I. Javakhishvili Tbilisi State University
Institution Name

Chavchavadze av. 1, 01128
Address

Tbilisi, Georgia
City, State, Country

+955 032 2335513
Telephone Number

OWNER'S REPRESENTATIVES

TECHNICAL CONTACT

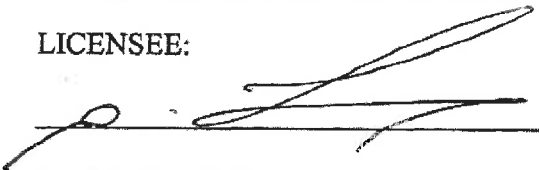
Renee Rose Akiyama
FUGRO CONSULTANTS, INC.
1777 Botelho Drive, Suite 262
Walnut Creek, California 94596 USA
(925) 949-7102

CONTRACTUAL CONTACT

Andrew Neal
FUGRO CONSULTANTS, INC.
1777 Botelho Drive, Suite 262
Walnut Creek, California 94596 USA
(925) 949-7139

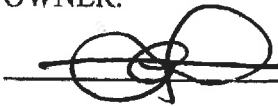
IN WITNESS WHEREOF the parties herein referred to as Owner and Licensee have executed this Agreement, effective on the Effective Date set forth above.

LICENSEE:



by: Mr. David Chomakhidze

OWNER:



by: Andrew Neal

its: Head of Administration of
I. Javakhishvili Tbilisi State University

its: Operations Manager

Chavchavadze av. 1, 01128

1777 Botelho Drive, Suite 262

Tbilisi, Georgia

Walnut Creek, California 94596 USA

Date: 30.12.2015

Date: January 12, 2016