

ENERLINK LICENCE AGREEMENT

THIS PAGE AND THE ATTACHED SCHEDULE "A" ARE THE TERMS OF AN AGREEMENT MADE BETWEEN BLAINCO ENERGY VENTURES LTD. ("BLAINCO") AND USER (AS IDENTIFIED BELOW).

USER			
«SUBSCRIBER»			
FEE CRITERIA			
AS OF THE DATE OF THIS AGREEMENT, THE TOTAL PRODUCTION OF PETROLEUM, NATURAL GAS AND RELATED HYDROCARBONS* OF USER AND ITS AFFILIATES (AFFILIATES IS DEFINED IN SCHEDULE "A"):			
IS APPROXIMATELY «Production» BARRELS OF OIL EQUIVALENT PER DAY (6:1)			
*INCLUDING FROM WORKING INTERESTS, ROYALTY INTERESTS AND OTHER RIGHTS TO SHARE IN PRODUCTION			
FEES	GST	TOTAL PAYABLE	DATE
«Fees»	«GST»	«Total»	«EXPIRY»
		USER CONTACT NAME, TO DISCUSS RENEWALS ETC. (PLEASE PRINT)	
		X	
		USER CONTACT EMAIL	
		X	
		USER CONTACT PHONE	
		X	
AUTHORIZED SIGNATURE OF BEHALF OF BLAINCO		AUTHORIZED SIGNATURE OF BEHALF OF USER	
		X	

SCHEDULE "A"
TO THE ENERLINK LICENCE AGREEMENT

1 - Definitions

- a) "Affiliate" means (i) a body corporate that is controlled by User, (ii) a trust that controls User or for which User provides managerial services, and (iii) a partnership, having no partners other than User and/or one or more bodies corporate that are controlled by User.
- b) "Authorized Persons" means directors, officers, employees and consultants of User and of Affiliates of User, but only when acting in such capacities and, if User is an individual, includes User.
- c) "Database" means the database maintained by Blainco that contains information regarding, among other things, entities, corporate occurrences (such as name changes and amalgamations), major asset transactions and addresses.
- d) "EnerLink" means the internet service developed by and for Blainco that serves as an interface from which to access data in the Database, and includes all updates, upgrades and new versions thereof.
- e) "Fee Criteria" means the information provided to Blainco by User, being the information set out in the box entitled "Fee Criteria" on the page to which this Schedule "A" is attached.
- f) "Fees" means the amount paid or to be paid by User for the Services, being the amount set out in the box entitled "Fees" on the page to which this Schedule "A" is attached.
- g) "Service Provider" means a land broker or a consulting landman, or one whose business involves providing legal, investment or lending services or advice to others.
- h) "Services" means the rights granted to User under the heading "Services", pursuant to and subject to the terms of this Agreement.
- i) "Term" means the period of time to and including one year from the date of this Agreement, subject to early termination and extension, both as provided for in this Agreement.
- j) "Title Document" means a document of the variety indexed by Blainco in the Database, such as a certificate of amalgamation or a sale agreement pertaining to a major asset transaction.

2 - Services

- a) Blainco hereby grants to User the non-exclusive right to permit Authorized Persons to use EnerLink during the Term, subject to the terms and conditions of this Agreement.
- b) If from time-to-time during the Term, there are updates, upgrades or new versions of EnerLink, Blainco shall so notify User and User shall use such updates, upgrades or new versions.
- c) During the Term, upon an Authorized Person requesting a copy of a Title Document not yet contained in the Database, or requesting other information that Blainco in its sole unfettered discretion is willing to attempt to provide, Blainco shall use reasonable efforts to obtain and provide to the Authorized Person by email, facsimile or such other method as Blainco shall determine, a copy of the Title Document or such other information.

3 - Fee Criteria and Extension

- a) User represents and warrants to Blainco the accuracy and truthfulness of the Fee Criteria, knowing that Blainco is relying upon the Fee Criteria to determine the Fees. User represents and warrants to Blainco the accuracy and truthfulness of any information that may be provided by User to Blainco from time to time in connection with any extensions of the Term.
- b) If the Fees have not been paid prior to or concurrent with the entering into of this Agreement, User shall pay the Fees to Blainco within 45 days.
- c) If Blainco and User mutually agree to extend the Term, the Term shall be extended upon such terms as Blainco and User agree. This provision shall apply each time that Blainco and User mutually agree to extend the Term.

4 - Restrictions

- a) User shall be responsible for configuring its systems so as to be capable of accessing data from EnerLink. Blainco shall use reasonable best efforts to make EnerLink available at all times during the Term, but does not guarantee such availability.
- b) This Agreement does not grant any ownership or security right in and to EnerLink or to any intellectual property rights relating to EnerLink. Copyright and all other intellectual property rights at all times shall remain with Blainco and/or all other parties now or in the future having an ownership interest in EnerLink. User has no right to rent, assign or sub-licence the Services in whole or in part, nor to use EnerLink or the Services in connection with a cooperative arrangement, timesharing arrangement, commercial database service or content offering. This Agreement is assignable in whole or in part by Blainco without the consent of User.
- c) User shall take all reasonable steps to ensure that no persons other than Authorized Persons have access to EnerLink. User shall ensure that User's Affiliates and all Authorized Persons comply with this Agreement as though they were parties hereto.

- d) Authorized Persons are entitled to use EnerLink and the Services only for the internal use of User and its Affiliates, and shall not sell or otherwise distribute any information, reports or copies of Title Documents obtained from or generated by EnerLink. If User is a Service Provider, Authorized Persons may distribute information, reports and copies of Title Documents obtained from or generated by EnerLink in connection with providing the customary services of User (for example, in connection with preparing a petroleum and natural gas lease, a title opinion or closing documents), but not as a service in and of itself.
- e) User shall not attempt to access or copy any part or portion of the Database except through the usual operation of EnerLink. User shall not, directly or indirectly, develop or attempt to develop or assist in the development of, a database or computer software or internet service similar in concept or function to EnerLink, in whole or in part, during the Term and for 12 months thereafter.

5 - Warranties, Indemnities and Liability

- a) EnerLink is provided on an "as is" basis without any warranties, representations or conditions, express or implied, including but not limited to warranties of merchantable quality, merchantability or fitness for a particular purpose, or those arising by law, statute, usage of trade or course of dealing.
- b) Blainco, on behalf of itself and any and all other parties now or in the future having an ownership interest in EnerLink, and its and such parties' directors, officers, agents, employees, contractors and distributors, disclaims any liability for loss, whether direct, indirect, incidental, special or consequential, flowing from any use made by User, Authorized Persons or others of EnerLink and information obtained from EnerLink.
- c) Blainco and any and all other parties now or in the future having an ownership interest in EnerLink, and its and such parties' directors, officers, agents, employees, contractors and distributors, shall not be liable to User (under any circumstances or theory of law, including but not limited to tort, contract, detrimental reliance and product liability) for direct, indirect, incidental, special or consequential damages caused by the use or attempted use of EnerLink, or the breach of any provision of this Agreement, including but not limited to lost revenue or profits, loss of good will, loss of computer time, loss of or damage to data, work stoppage, computer failure or malfunction, or any commercial or economic loss. The liability of Blainco shall, in any event, be limited to the total amount paid by User to Blainco in the calendar year in which any damage occurs.

6 - Miscellaneous

- a) When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. If more than one party comprises User, all such parties are jointly and severally bound by this Agreement. All of the obligations of User set out in this Agreement shall survive the end of the Term and the termination of this Agreement.
- b) This Agreement supersedes all other agreements, documents, writings and verbal understandings between the parties relating to the subject matter hereof and expresses the entire agreement of the parties with respect to the subject matter hereof. In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- c) This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.
- d) No failure on the part of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provision of this Agreement, including without limitation, this provision, shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the party making such waiver.
- e) This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each party.
- f) This Agreement shall terminate automatically if User fails to comply with any provision of this Agreement. Upon such a termination, or if User purports to cancel, surrender or otherwise terminate this Agreement, User shall not be entitled to a refund of all or any part of the amounts paid to Blainco by User.
- g) Blainco may terminate this Agreement at any time, for any reason whatsoever. If the termination is preceded by one or more breaches of this Agreement by User, User shall not be entitled to a refund of all or any part of the amounts paid to Blainco by User. If the termination is not preceded by one or more breaches of this Agreement by User, Blainco shall refund to User a portion of the amounts paid to Blainco by User, prorated based upon the time remaining in the Term immediately prior to the termination.