

**Memorandum of Agreement to Publish SEGJ International Symposium
Expanded Abstracts in the SEG Digital Library**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is between the SOCIETY OF EXPLORATION GEOPHYSICISTS OF JAPAN ("SEGJ"), 2F MK5 Bldg., 1-5-6 Higashikanda, Chiyoda-ku, Tokyo, 101-0031, Japan, and the SOCIETY OF EXPLORATION GEOPHYSICISTS ("SEG"), 8801 South Yale, P.O. Box 702740, Tulsa, Oklahoma 74170-2740, USA.

In consideration of the promises set forth below, the parties agree as follows:

1. SEGJ, operator of the SEGJ International Symposium and owner of copyright in expanded abstracts presented at the symposium, hereby conveys to SEG the nonexclusive right to publish expanded abstracts from the 8th, 9th, 10th, and subsequent SEGJ International Symposiums online in the Global Meeting Abstracts portion of the SEG Digital Library
2. SEGJ shall provide PDF versions of the expanded abstracts to SEG within 30 days of the close of each forthcoming SEGJ International Symposium, and SEG shall bear the full expense preparing metadata for the expanded abstracts, publishing the metadata and the expanded abstracts online, and maintaining the online archive of SEGJ International Symposium papers.
3. SEGJ shall be recognized within the SEG Digital Library presentation as the copyright holder of the SEGJ International Symposium expanded abstracts, and SEG shall provide a link to the SEGJ Web site from its online presentation of SEGJ International Symposium content.
4. SEG shall provide a DOI (Digital Object Identifier) to each of the expanded abstracts on behalf of SEGJ until SEGJ has become a customer of a Registration Agency of the International DOI Foundation Inc. (IDF). Until SEGJ becomes a customer of a Registration Agency and manages CrossRef metadata deposits on its own behalf, SEG shall pay for CrossRef metadata deposits that it makes on SEGJ's behalf and SEGJ shall reimburse SEG for its payments made on SEGJ's behalf. At its option, SEG may either invoice SEGJ for reimbursement of CrossRef metadata deposit fees it has paid on SEGJ's behalf with SEGJ making payment to SEG within 60 days, or SEG may deduct metadata deposit fees it has paid on SEGJ's behalf from annual revenue payments it makes to SEGJ as described in paragraph 9. SEG shall transfer to SEGJ ownership of and management responsibility for DOIs it has deposited on SEGJ's behalf upon SEGJ's assumption of direct responsibility for CrossRef metadata deposits for SEGJ International Symposium expanded abstracts.
5. SEG shall place access controls on the SEGJ International Symposium expanded abstracts and shall sell subscriptions to the Global Meeting Abstracts collection in which SEGJ International Symposium papers shall be included. SEG shall be entitled to retain all revenue it derives from sales of subscriptions that include SEGJ International Symposium expanded abstracts.
6. SEG may extend access to the SEGJ International Symposium expanded abstracts either as a benefit to SEG members (at no added cost beyond dues) or as a member-elected option for a fee.
7. SEG shall provide a referrer link to SEGJ that SEGJ shall place on a members-only page of its Web site to enable SEGJ members to gain full-text access to SEGJ International Symposium expanded abstracts. SEG shall provide and activate this link only if the page on which SEGJ places it is accessible only by SEGJ members.
8. SEG shall offer SEGJ International Symposium papers for online credit-card purchase, and SEG shall within 60 days of the close of each of its fiscal years (which conclude 30 June) remit to SEGJ all revenue collected from this source minus transaction fees SEG has paid to third parties. SEG shall establish the price consistent with per-paper pricing it extends to individuals for other papers in the Global Meeting Abstracts and may adjust the per-paper price at its option.
9. In its online presentation of the SEGJ International Symposium expanded abstracts, SEG shall provide links to one or more SEGJ Web site pages that provide information on how print and/or removable-digital-media versions of the expanded abstracts may be obtained. SEG shall enjoy no royalty or commission from SEGJ sales of the SEGJ International Symposium papers published in print and/or removable digital media, and it shall neither produce nor distribute SEGJ International Symposium expanded abstracts in these forms, in whole or in part, without permission in writing from SEGJ

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11. With respect to any and all SEGJ International Symposium expanded abstracts it delivers to SEG for publication in the SEG Digital Library, SEGJ warrants that it has secured or will secure copyright from authors and warrants that permissions have been or will be obtained such that no expanded abstract delivered to SEG infringes on any statutory copyright nor invades any right of privacy. SEGJ agrees to indemnify, defend, and hold SEG, its directors, officers, employees, and agents harmless against any claims to the contrary
12. This Agreement shall commence on the date it is fully executed and shall extend through 31 December 2015. Renewal for additional four-year terms shall be automatic unless either party notifies the other with one year's advance notice in writing that it is choosing not to renew. Either party may terminate this Agreement for any reason with one year's advance notice in writing.
13. Either party may terminate this agreement with cause for material breach by the other party with 60 days' notice in writing unless the party that failed to meet its commitment corrects the failure and any systematic problems that may have led to the failure within the 60-day period.
14. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of SEGJ and the successors and assigns of SEG.
15. This Agreement shall be construed in accordance with the laws of the State of Oklahoma, United States of America

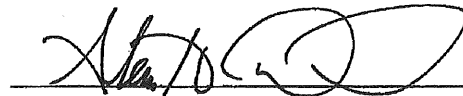
IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

SOCIETY OF EXPLORATION GEOPHYSICISTS
OF JAPAN

SOCIETY OF EXPLORATION GEOPHYSICISTS



Toshihiko Uchida, President



Steven H. Davis, Executive Director

4/19/2012

Date

4/16/12

Date