

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VOXEL VISION AS	08/29/2003
RECEIVING PARTY DATA	
Name:	SCHLUMBERGER NORGE HOLDINGS AS
Street Address:	BJERGSTEDVEIEN 1, P.O. BOX 330
City:	STAVANGER
State/Country:	NORWAY
Postal Code:	N-4001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6055481
CORRESPONDENCE DATA	
Fax Number:	(713)513-2056
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jforward@slb.com
Correspondent Name:	Schlumberger Technology Corporation
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Address Line 4:	Houston, TEXAS 77056
ATTORNEY DOCKET NUMBER:	94.0185
NAME OF SUBMITTER:	Jim Patterson
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AGREEMENT

FOR

SALE AND PURCHASE OF THE SHARES IN

VOXELVISION AS
(the "Company")

BETWEEN

SCHLUMBERGER NORGE HOLDINGS AS
(as Buyer)

AND

THE VENDORS
listed in Schedule 1
(as Vendors)

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SCHEDULES:

- Schedule 1 - List of Vendors
- Schedule 3.2 - List of Principal Managing Shareholders
- Schedule 3.3 - Amendment to Hue Agreement
- Schedule 4 - Payments to Vendors' Representative

This agreement is made on the 29th day of August, 2003

between

Shareholders in VoxelVision AS
as listed in Schedule 1

(hereinafter referred to as Vendors)

and

Schlumberger Norge Holdings AS

(hereinafter referred to as the Buyer)

WHEREAS:

- the Vendors are the legal owners of all of the shares in the Company, and
- pursuant to a letter of intent dated 3 July 2003 signed by the Buyer and the Company, with approval of the Vendors, the Vendors have agreed to sell and Buyer has agreed to acquire all of the shares in the Company held by the Vendors;

IT IS NOW AGREED AS FOLLOWS:

1 INTERPRETATION

In this agreement:

"Accounts" *means the audited financial statements for fiscal years 2000, 2001 and 2002 of the Company;*

"Affiliates" *means any corporation that, directly or indirectly, (a) is owned or controlled by, (b) owns or controls, or (c) is owned or controlled by a corporation owning or controlling the Company or Buyer at the time in question. For the purposes of this Agreement, ownership, directly or indirectly, of at least fifty percent (50%) of the capital stock of a corporation carrying the right to vote for or appoint directors shall be deemed to constitute ownership or control thereof.*

"Agreement"	<i>means this agreement.</i>
"Closing Date and Closing"	<i>shall have the meaning set forth in clause 6.1.</i>
"Company"	<i>means VoxelVision AS.</i>
"Conversion Rights"	<i>means the right of the Shareholders to convert debt owed to them under the Convertible Loan into common Shares of the Company.</i>
"Convertible Loan"	<i>means the agreement between the Shareholders and the Company dated 10 June 2003 whereby the Shareholders have lent the Company the amount of NOK 6 000 000 and retained a right to convert this debt into Shares of the Company upon the occurrence of certain conditions.</i>
"Employee Retention Agreement"	<i>means an agreement with certain personnel of Company, as set forth in Article 3.1 hereto.</i>
"Financial Report"	<i>means the unaudited financial statement of the Company dated 30 June 2003.</i>
"Hue Agreement"	<i>means the agreement between the Company and Hue AS, dated 26 May 2002.</i>
"Last Accounting Date"	<i>means 30 June 2003.</i>
"Option Rights"	<i>means those rights granted to several of the Shareholders under stock option agreements, or rights granted to parties who would be Shareholders upon the exercise of stock options set forth in the stock option agreements.</i>
"Principal Managing Shareholders"	<i>means those employees of Company listed in Schedule 3.2 hereto who own or controls (either directly or beneficially) 5% or more of the Shares of Company and who is involved in the day-to-day management of the Company (including any of its Affiliates). "Principal managing shareholder" excludes non-managerial employees and outside investors who do not direct the day-to-day operations of the Company.</i>
"RSI Agreement"	<i>means the agreement between the Company and RDSP I, LP ("Rock Solid Images" or "RSI"), dated 16 June 2003.</i>
"Shares"	<i>means 100 % of all shares of the Company (being 12 637 533 shares, with a par value of NOK 1 per share), including all shares issued resulting from</i>

conversion of the rights under the Convertible Loan and rights to all Affiliates of the Company. "Shares" exclude "Conversion Rights" and "Option Rights".

"Shareholder" or "Shareholders" means a Vendor or the Vendors.

2 SALE AND PURCHASE

In accordance with and subject to the provisions of this Agreement the Vendors shall sell the Shares and the Buyer or its appointed nominee shall purchase the Shares free from all encumbrances together with all rights of any nature whatsoever now or after the date of this Agreement attaching or accruing to them. Buyer shall not acquire the Conversion Rights or the Option Rights.

3 CONDITIONS

Completion of the sale and purchase of the Shares in accordance with this Agreement is subject to and conditional upon the following conditions being fulfilled on or before the Closing Date, except as might otherwise be waived, or waived in part, by a party in accordance with the last paragraph of this Article 3:

- 3.1 The Buyer concluding the Employee Retention Agreements with those employees of the Company as mutually agreed to between Company and Buyer.
- 3.2 The Buyer receiving signed non-competition agreements from those Principal Managing Shareholders of the Company as set forth in Schedule 3.2 hereto.
- 3.3 The Company entering into an Amendment to the Hue Agreement substantially in accordance with the provisions set forth in Schedule 3.3.
- 3.4 The Buyer receiving written confirmation from the Company of the assignability and/or transferability (at no additional cost to Buyer) of any material intellectual property rights, contracts, business agreements and/or licenses of Company to Schlumberger.
- 3.5 The Buyer and Company receiving written confirmation from Statoil AS that it has no claim to ownership in any intellectual property rights used in the Company's business.
- 3.6 The Buyer and Company receiving written confirmation from Rock Solid Images that:
(a) the Company and its Affiliates and successors (including Buyer) may use the software licensed by RSI pursuant to the RSI Agreement for development purposes at any of their offices, and (b) RSI waives the provisions of Section 9 of the RSI Agreement giving RSI final approval over sales and marketing activities of the Company relating to the licensed software.

- 3.7 The Company providing to Buyer written waivers from each of its current employees (in a form acceptable to Buyer) waiving any rights in or to intellectual property created during the course of their employment with the Company or any of its Affiliates and assignment of such intellectual property to the Company.
- 3.8 The Vendors and Company providing to Buyer written confirmation that all loans and debts owed to or by the Vendors by or from the Company have been repaid in full and that any related liens or security therein have been fully and unconditionally released.
- 3.9 There has been no material change in the operations or business of the Company, financially or otherwise, from the Last Accounting Date up to the Closing Date.
- 3.10 There has been no material change in the accounting principles or basis for accounting of the Company from the Last Accounting Date up to the Closing Date.
- 3.11 There has been no material breach of the warranties set out in Article 7 by Vendors, or of Article 11 by Buyer.
- 3.12 All approvals for the transaction have been received by the board of directors of Buyer.
- 3.13 All approvals for the transaction have been received from the shareholders of Company as required under the Company's corporate constitutional documents.
- 3.14 All necessary regulatory approvals under relevant national laws and any required licenses and authorizations have been received by Buyer, Vendors and Company with respect to the proposed transaction.
- 3.15 The Vendors having terminated all Option Rights effective as of the Closing, and the Vendors having irrevocably waived any claims under such termination of their Option Rights as against the Company, the Buyer or its Affiliates.
- 3.16 The Vendors having caused the Conversion Rights under the Convertible Loan to be exercised and all Shares issuable under the Convertible Loan to be issued to the Vendors.

Buyer shall be entitled to waive any requirement or closing condition imposed hereunder upon Vendors or the Company, in whole or in part. Buyer may also agree to delay the Closing by up to thirty days after the Closing Date in order to allow the Company and/or the Vendors to fulfil any requirement or closing condition imposed on the Company and/ or the Vendors hereunder. The Vendors shall be entitled to waive any requirement or closing condition imposed hereunder

upon Buyer. The Vendors may also agree to delay the Closing by up to thirty days after the Closing Date in order to allow the Buyer to fulfil any requirement or closing condition imposed on the Buyer hereunder.

4 PURCHASE PRICE

The purchase price for the Shares shall be NOK 97 862 400 (equivalent to USD 12,800,000 [Twelve Million Eight Hundred Thousand U.S. Dollars] based on the exchange rate published by the Norges Bank for 28 August 2003 of 1US dollar = 7.6455 NOK) (the "Share Purchase Price"), which shall be paid in cash upon the Closing Date to Vendors' representative as set forth in Schedule 4. Vendors' representative shall be responsible for paying each Vendor its share of the Purchase Price in accordance with the directions given by Vendors to Vendors' representative. Vendors' representative shall give its directions for payment in writing to Buyer no later than three (3) banking days prior to the Closing Date. The transfer of the Share Purchase Price to Vendors' representative shall be conclusive and binding upon the Vendors with respect to Buyer's payment obligations hereunder and once the Share Purchase Price has been transferred to Vendors' representative, each Vendor waives any claims for receipt of its share of the Purchase price as against the Company, the Buyer or its Affiliates and the Vendors shall only look to the Vendors' representative as the source of payment for its Shares. Vendors shall cause Vendors' representative to remit to Company the amount of NOK 551,833 for withholding taxes arising out of this transaction. This amount shall be paid into Company's account number 8601.05.42210 at Closing.

5 TAXES

Without prejudice to the Buyer's rights in respect of the warranties and indemnities relating to taxation, each party assumes the liability for its own tax position relating to the transactions contemplated by this Agreement.

6 CLOSING

- 6.1 Closing shall take place at the offices of the Thommessen law firm in Oslo, Norway on or before 1 September 2003 or on such later date as the parties may agree (the "Closing Date").
- 6.2 Upon receipt of the Purchase Price the Vendors shall cause the Company to record the transfer of the Shares to the Buyer in the Norwegian Registry of Securities, free of any and all encumbrances and/or to do any other acts necessary to perfect and register the Buyer's ownership to the Shares.
- 6.3 On the Closing Date the Vendors shall deliver to the Buyer:

- the resignation of each of the board members of the Company together with a confirmation from each of such resigning board members that they have no claim against the Company whether in connection with such resignation or otherwise;
- The agreements/confirmations required of Company and/or Vendors under Article 3 of this Agreement, duly signed by relevant parties.
- All books and records of the Company and its Affiliates, including relevant corporate minute books and share certificates (duly endorsed, where applicable).

6.4 On the Closing Date the Buyer shall initiate payment to Vendors (or Vendors' designated representative) of the Purchase Price as set forth in Article 4. The parties may agree to have the closing documents and papers jointly held in trust by the law firms representing Vendors and Buyer until Vendor's representative confirms receipt of the Purchase Price. The requirement of Article 6.2 upon Vendors shall only be effective upon receipt of the Purchase Price.

7 THE VENDORS' WARRANTIES

7.1 Introduction

Before entering into this Agreement the Buyer and its professional advisors have conducted a due diligence investigation of the business and activities of the Company, and the Buyer has had the opportunity to ask additional questions and speak with the employees of the Company.

The warranties contained herein are given by the Vendors at the date of signing of this Agreement, and shall be deemed to have been repeated at Closing.

7.2 Vendors' warranties

The Vendors hereby warrant to the Buyer that:

- (i) The Vendors are the legal and beneficial owners of the Shares;
- (ii) The Shares are free from any third party rights and/or other restrictions, included but not limited to encumbrance, pledge, lien, charge, security interest and right of pre-emption;
- (iii) The Company and its Affiliate(s) are duly incorporated and in good standing in all jurisdictions where they conduct business;

- (iv) The Company has full legal right and title to its assets, its intellectual property rights and to its products and developments, as disclosed in the Accounts and throughout the due diligence process;
- (v) All material information concerning the business of the Company, such as financial, legal, technical and personnel has to Vendors knowledge been disclosed to Buyer, and such information is to Vendors knowledge accurate, complete and not misleading;
- (vi) The Accounts have been prepared in accordance with Norwegian GAAP, and are correct and complete in any material respect and they truly and fairly present the assets, liabilities, financial position and profit and loss of the Company;
- (vii) Except as set forth in the Accounts and the Financial Report there are no other liabilities, debts, claims or other obligations, whether accrued, absolute, contingent or otherwise, made or threatened or pending against the Company;
- (viii) Full provisions have been made in the Accounts for known obligations of any kind which may be incurred after the Last Accounting Date, and which are a consequence of acts of an earlier date, including liability for damages, liabilities, taxes, penalties or fines of whatever nature.
- (ix) Since the Last Accounting Date no material adverse change has occurred in the assets, liabilities or financial position of neither the Company nor the Company's business.
- (x) There are no contracts in force between the Company and any of the Vendors, nor between the Company and anyone closely related with the Vendors, other than the Shareholders Agreement dated 2. December 2002, the agreement with Statoil ASA dated 10 March 2003, and the agreement with Hue AS dated 26 May 2002.
- (xi) The Company has to Vendors knowledge at all times fully and in time complied with any obligations arising from any tax and/or duty laws, including the making of statements, returns, contributions and payments. All statements and returns include correct and complete information and the relevant authorities and bodies have been supplied with all relevant information.
- (xii) There is no dispute with the authorities or bodies charged with the application of any tax and/or duty laws applicable to the Company, nor to the best of the Vendors' knowledge is such dispute to be reasonably expected. There are no specific arrangements, including rulings, between the Company and the relevant tax authorities.
- (xiii) The Company is not engaged in any litigation or arbitration proceedings and to the best of the Vendors' knowledge, no lawsuit or arbitration or any material claim is pending by

or against the Company, including any claims concerning the use of intellectual property by the Company in its business.

- (xiv) The Company has to Vendors knowledge no current liabilities under any contracts, which contain onerous terms and conditions or expose the Company for liability beyond what is in accordance with normal and sound business practise.
- (xv) The Company is properly licensed to use all software and third party intellectual property used in its business.
- (xvi) Effective as of the Closing, all Option Rights of the Vendors have been or shall be terminated.
- (xvii) Effective as of the Closing, the Vendors shall have caused the Conversion Rights under the Convertible Loan to be exercised and all Shares issueable under the Convertible Loan to be issued to the Vendors.

8 QUALIFICATIONS

8.1 The warranties given hereunder by the Vendors shall be qualified by such knowledge which the Buyer has obtained from the due diligence investigation which it has carried out, or such other information which the Buyer or any of its senior executives has or ought to have been aware of from general knowledge of the Company and the business.

8.2 Liability exemptions

The Vendors shall not be liable under a warranty if and to the extent that:

- the subject of a claim is provided for in the Accounts, or
- the subject matter of a claim is fully covered by, and is in fact fully recovered under, a policy of insurance in force at Closing.

9 INDEMNIFICATION

Subject to the provisions of Section 9.3, the Vendors shall indemnify and hold the Buyer and the Company (as the case may be) harmless from and against any claims, losses, damages of whatsoever nature for the Vendors' and/or the Company's (as the case may be) breach of, or failure to perform any of their warranties, representations, covenants or other obligations under this Agreement. Vendors' liability shall not include liability for any indirect or consequential losses or damages.

9.1 Notice of claims

The Buyer shall notify each of the Vendors in writing in respect of any claim under any warranty within sixty (60) days from the date on which the Buyer became aware or ought to have become aware of the circumstances giving rise to the claim.

9.2 Cessation of liability

The liability of the Vendors in respect of any warranty shall in any event cease on the date of the third anniversary after the Closing Date, save in respect of taxation warranties which shall cease on the seventh anniversary date; in each case except for claims made prior to such dates.

9.3 Proportional liability

Each Vendor shall be liable only for a proportionate part of each claim in the proportion which the number of Shares sold by him bears to the total number of shares in the Company and the liability in respect of each Vendor shall not exceed his part of the consideration.

9.4 Remedies available

In the event that a breach of the warranties is discovered by the Buyer after the Closing Date, the remedies available to the Buyer shall be limited to damages or compensations for loss suffered, and no breach of any warranty shall entitle the Buyer to terminate the Agreement, save in the event of gross negligence or wilful misconduct, including wilful omission or misstatement of a material fact on the part of any Vendor.

10 VENDORS' UNDERTAKINGS SUBSEQUENT TO CLOSING

10.1 Each of the Vendors who are Principal Managing Shareholders undertake for a period of three (3) years that they shall not, directly or indirectly, compete with the business of the Company.

10.2 Each of the Vendors agrees that it shall not, directly or indirectly, for a period of two (2) years, employ, solicit or offer any employment to persons who are employees of the Company on the Closing Date, except where Buyer has given its prior written permission to do so.

10.3 The Vendors and Buyer agree that (a) the restrictions set forth in this Article 10 are regarded as necessary in order to comply with the purposes of the transaction and to adequately protect the interests of the parties, and (b) that the Share Purchase Price reflects the restrictions imposed herein upon the Vendors.

11 THE BUYER'S WARRANTIES

11.1 The Buyer warrants that:

- at the date of this Agreement it is legally incorporated and registered under the Laws of Norway, and will remain so at closing.
- the Buyer is authorised to enter into this Agreement and that execution hereof will incur binding obligations on the Buyer in accordance with the provisions hereof.
- the Buyer's entry into this Agreement is not contrary to any legal obligations of the Buyer to any third party or its shareholders.

12 MISCELLANEOUS

12.1 Expenses

The Vendors and the Buyer shall pay their own attorneys and advisors and any other fees and expenses they each incur in connection with the negotiation and execution of this Agreement; provided, however, that Buyer agrees that (a) after the Closing Company shall be responsible for payment of social security taxes that may arise out of the granting of the Option Rights, and (b) Buyer shall reimburse the Vendors at Closing for other expenses incurred by the Vendors with respect to the sale of the Company to Buyer, up to a maximum amount of 764,555 NOK (Seven Hundred Sixty Four Thousand Five Hundred Fifty Five Norwegian kroner). Buyer and Company shall have no further liability for other expenses relating to or ancillary to the sale of the Company to Buyer, including fees or remuneration for the board of directors of Company arising out of their activities on or before Closing or advisory fees or legal fees initiated or requested or approved by the board prior to Closing, and Vendors waive any claims therefore against Company and Buyer.

12.2 Notices

Notice, request or instruction or other documents to be given under this Agreement by either party to the other shall be in writing and shall be delivered personally or made by telefax or e-mail to the following addresses:

- If to the Vendors:

As set forth in Schedule 1 hereto.

- If to the Buyer :

Schlumberger Norge Holdings AS
Bjergstedveien 1
P.O. Box 330

N-4001 Stavanger
Norway
Attention: Legal Department
Fax: +47 51 94 67 23

With copy to:
Schlumberger Information Solutions
5599 San Felipe, Suite 1700
Houston, TX 77056 USA

Attention: Legal Department
Fax: +1 713 513 2060

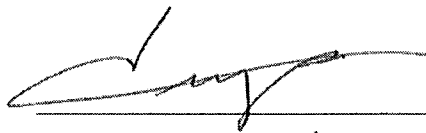
13 GOVERNING LAW

This Agreement shall be governed by Norwegian law. Any dispute relating to or arising of the Agreement shall be referred to arbitration in Oslo in accordance with Chapter 32 in the Civil Procedure Act of 1915.

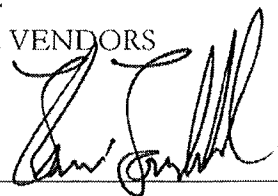
This Agreement has been executed in four (4) original copies, two to the Buyer, and one to each of the Vendors.

Oslo, Norway 29 August 2003

For:
SCHLUMBERGER NORGE HOLDINGS AS


as attorney-in-fact

For:
The VENDORS


Kai Jordahl, as attorney-in-fact for
the Vendors named in the attached
Schedule 1

SCHEDULE 1 VENDORS

1 BERG	KJELL INGAR	KROPPANVEIEN 21	7075 TILLER	bergko@online.no
2 BYBERG	TROND	SANDG 2	7012 TRONDHEIM	trond.byberg@voxelvision.com
3 BØ	KETIL	VICTOR		
4 CEETRON ASA		BAUMANN SV 21	7020 TRONDHEIM	ketil.bo@sensewave.com
5 FEVANG	TØRE	POSTBOKS 1247,		
6 FJELD	OLA KRISTIAN	PIRSENTERET	7462 TRONDHEIM	frøde@ceetron.com
7 FOSSUM	BJØRN	BREISYN VN 3	7021 TRONDHEIM	tore.fevang@voxelvision.com
8 GEONERA A/S	ANDERS	HJ.		
9 HJELMELAND	ODD	JOHANSENSV. 3	7020 TRONDHEIM	ola.fjeld@voxelvision.com
10 HUSEBY	KRISTIAN	ØVRE		bjorn.fossum@kongsberg-seatex.no
11 AS		SVERRESBORG 6	7020 TRONDHEIM	bergko@online.no;ola.fjeld@voxelvision.com
IND.FINANS SMB II		KROPPANVEIEN 21	7075 TILLER	
12 RS STIFTELSEN		LAUGLOBUEN 4	7562 HUNDHAMAREN	odd@reslab.no
		SETRA VEI 14B	786 OSLO	christian.huseby@absnet.no
ING.CHR.F.GRØNE		V/ALFRED BERG		
		INDUSTRIFINANS	105 OSLO	kai.jordahl@abif.no
		C/O ANDERS		
		FARESTREI	1397 NESØYA	anders.farestveit@inseisterra.com
13 JENSSEN	JON O	STALLMESTERVE		
14 KARLSEN	JARL	GEN 14 F	7046 TRONDHEIM	jon.jenssen@voxelvision.com
15 KLEPSVIK	JOHN O	PERSAUNEV 41C	7045 TRONDHEIM	jarl.karlsen@tekonett.com
16 LIHAUG	LEIF	FLATÅSTOPPEN		john.klepsvik@kongsberg-seatex.no
		59	7079 FLATÅSEN	
		SKOMAKERV 19B	7540 KLÆBU	ll@nidit.no
MARSHALL			26118 LAKEVIEW	
17 PRUTZMAN	JOHN	C/O VOXELVISION	DRIVE, HOCKLEY,	
		LLC	77447 TX	USA john.pruzman@voxelvision.com
18 MOE	GEIR	SKYTTERVEGEN		
19 POLLEX AS		19	7088 HEIMDAL	geir.moe@kongsberg-seatex.no
20 ROLI	OLE-ANDRÈ	PB 1673 VIK	120 OSLO	hob@pollex.no
21 SAUE	SIGURD	LUNDÅSEN 22B	7089 HEIMDAL	ole-andre.rolit@voxelvision.com
			7125 VANVIK	saue@tele.ntnu.no
22 SND INVEST AS		POSTBOKS 781		
		SENTRUM	106 OSLO	arnstein.nordbotten@sndinvest.no
23 STEINSLAND	INGELIN	EINAR		
THE BRIDGE		TAMBARSKJELVE		
24 GROUP AS		S 2B	7030 TRONDHEIM	ingelins@stat.ntnu.no
25 THO	TERJE	BILLINGSTADSLE		
26 TØRSEN	HANS OLAV	TTA 46	1377 BILLINGSTAD	sej.bridge@online.no
		Voktern. 1	3218 SANDEFJORD	post@ttho.com
		DOKKG 6 C	7014 TRONDHEIM	hot@len.no
VIKING VENTURE				
27 AS		ATT.: HARALD JEREMIAS SEN		
		BEDDINGEN 12	7014 TRONDHEIM	erik.hagen@vikingventure.no
			2 TALSHIRE	
			LANE,	
28 WILLIAMS	DAVID EWAN	C/O VOXELVISION	77479 SUGARLAND, TX	U.S.A. david.williams@voxelvision.com
	QUINTIN	ARKITEKT		
STATOIL		EBBELSVEI 10,		
29 INNOVATION AS		ROTVOLL	7005 TRONDHEIM	thoef@statoil.com
30 HUE AS		KARL JOHANS		
		GATE 2	154 OSLO	diderich.buch@hue.no

SCHEDULE 3.2

PRINCIPAL MANAGING SHAREHOLDERS

Name: Ola Fjeld

Address: Schioetz No. 6

7020 Trondheim, Norway

SCHEDULE 3.3

AMENDMENT TO HUE AGREEMENT
(Attached)

SCHEDULE 4
PAYMENTS TO VENDORS' REPRESENTATIVE

H&Q Norden

Banking Information:

VoxelVision client account:

9680.35.28087 (Finansbanken)

Address:

H&Q Norden Fondsmeglerforretning ASA

Postboks 1580 Vika

0118 Oslo

Norway

Facsimile:

+47 23 11 69 40

**Amendment to
Agreement between
VoxelVision AS and Hue AS**

This amendment ("Amendment") to the Software License and Distribution Agreement dated 26 May 2002 between Hue AS ("Hue") and VoxelVision AS ("VoxelVision") is entered into as of the Effective Date set forth below by and among Hue, VoxelVision and Schlumberger Norge Holdings AS ("Schlumberger"). As used herein "Party" shall mean any one of Hue, VoxelVision or Schlumberger, as the context admits; "Parties" shall collectively mean Hue, VoxelVision and Schlumberger. The term "Licensed Parties" shall mean VoxelVision, Schlumberger and their Affiliates.

Background.

Hue is aware that Schlumberger is interested in acquiring all the business of VoxelVision including rights under the License Agreement. Hue is also a shareholder of VoxelVision and stands to gain financially if the acquisition of VoxelVision is completed by Schlumberger.

Schlumberger and Hue and VoxelVision have agreed that certain amendments and clarifications be made to the License Agreement in order to provide a sound commercial basis for the use of Hue's proprietary HueSpace technology by VoxelVision and Schlumberger.

Therefore, the Parties agree to amend the License Agreement as follows:

1. Effective Date. This Amendment shall come into effect as of the date of closing of the acquisition of VoxelVision by Schlumberger, that is, the date upon which Schlumberger acquires rights to all shares of VoxelVision. If such closing does not take place on or before September 30, 2003, this Amendment shall be null and void and of no effect.

2. Scope of Agreement. Hue hereby agrees that the Licensed Parties shall have the right, subject to the payments set forth in Paragraph 3, below, to use and incorporate the HueSpace technology within their software products and to resell and sub-license such products (the "Licensed Products") using or incorporating the HueSpace technology. These rights shall be exclusive in the field of the Oil and Gas Industry, subject to the payments set forth in Paragraph 4, below.

3. Royalties. The Licensed Parties shall pay to Hue ten percent (10%) of Net Revenues derived from end users of modules that incorporate or access the HueSpace technology. Net Revenues shall exclude shipping costs, taxes, and duties or the like. Sales to Affiliates of the Licensed Parties as end users shall be included in Net Revenues; internal transfers to Affiliates merely for further resale or redistribution to others shall not be included in Net

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Revenues¹. In the event that the rights of the Licensed Parties shall become non-exclusive in accordance with the terms of Paragraph 5, below, the foregoing royalty rate shall be reduced to five percent (5%) as of the effective date of non-exclusivity.

4. Minimum Payments. The provisions of Article 9 and Schedule 5 of the License Agreement are cancelled, and the following substituted therefor:

“The Licensed Parties or one of its designated Affiliates shall be obligated to make the following minimum payments in order to retain the exclusivity of the Licensed Parties under the terms of the License Agreement and this Amendment.

For the period from the Effective Date through 31 December 2003 – US\$125,000.

For the period from 1 January 2004 through 31 December 2004 – US\$500,000.

For the period from 1 January 2005 through 31 December 2005 – US\$500,000.

For the period from 1 January 2006 through 31 December 2006 – US\$500,000.

For the period from 1 January 2007 through 31 December 2007 – US\$500,000.

Each of the above is hereafter referred to as a “Relevant Period”.

The period of exclusivity may be extended beyond 31 December 2007 upon the mutual agreement of the Parties.

The payment for the initial period from the Effective Date through 31 December 2003 shall be made no later than 1 October 2003.

The payments for the subsequent periods shall be made in advance on a quarterly basis in the amount of US\$125,000, no later than 10 days following the beginning of each calendar quarter.

All such payments shall be treated as prepayments for royalties for sales of Licensed Products and any development work performed by Hue on behalf of the Licensed Parties (as described in Paragraph 6 below) and sales of HueSpace development licenses to the Licensed Parties for their end use. The Licensed Parties shall keep accounts to show the amounts for royalties calculated as being due under Paragraph 3, above, invoices received from Hue for product development, and sales of HueSpace development licenses to the Licensed Parties during a Relevant Period. Once the actual amounts as calculated under the preceding sentence exceeds (a) US\$125,000 for the initial period from the Effective Date through 31 December 2003, or (b) US\$500,000 any subsequent calendar year while exclusivity is in effect for the Licensed Parties, then the Licensed Parties (or one of their designated Affiliates) shall begin remitting the difference between (i) the amounts calculated in accordance with the preceding sentence and (ii) the amount of the prepayment for the Relevant Period. Any such payments shall be in accordance with the

¹ For example: a sale of a Licensed Product from one Affiliate to another where the purchasing Affiliate intends to use the Licensed Product in its business, and not for resale, would attract a royalty. A sale of a Licensed Product from one Affiliate to another where the purchasing Affiliate intends to resell the Licensed Product to an end user would not attract a royalty. Of course, if and when the purchasing Affiliate resells the Licensed Product to an end user this would attract a royalty at that time.

terms of the License Agreement (for royalties) or under the relevant work order for software product development or purchase order for development licenses.

Any prepayments that are not recouped during a Relevant Period are non-refundable and may not be carried forward and recouped in any consecutive Relevant Period..”

5. Notice Period for Non-Exclusivity. The Licensed Parties shall have the right to declare their intent to relinquish their exclusive rights under the License Agreement by giving notice in writing to Hue no later than 12 months prior to the beginning of a Relevant Period. The Licensed Parties’ rights shall then become non-exclusive effective as the beginning of the Relevant Period for which such notice was given and the provisions of Paragraph 4 of this Amendment shall no longer have effect thereafter.

6. Hue as Preferred Provider of Volume Rendering Development Services. The Licensed Parties agree that it is their intent to use Hue as their preferred provider of software product development services with respect to volume rendering visualization technology for the oil and gas business. Any work shall be performed under separate written agreements for each identified project and upon mutually agreed to terms and conditions. Invoices for such work shall be creditable against the prepayments set forth in Paragraph 4, above.

7. Intellectual Property Ownership. VoxelVision acknowledges that Hue is the owner of all rights to the HueSpace technology and related software developed by Hue. Hue acknowledges that VoxelVision is the owner of all rights to GIGAviz and other software developed by VoxelVision. Except as may otherwise be agreed to by the Parties, Hue and the Licensed Parties shall jointly own rights to any developments and related intellectual property that are jointly developed by the Parties. The right to use such jointly owned developments shall be subject to (a) the terms of the License Agreement and this Amendment, (b) underlying rights owned solely by a Party, and (c) the rights of third parties who have licensed rights to a Party.

8. Term of Agreement. The term of the License Agreement is extended until the end of 31 December 2007. The Parties may agree to extend this term by mutual agreement.

9. Escrow. The Parties shall undertake to enter into an escrow agreement in accordance with the requirements of Article 13 (b), paragraph 7, of the License Agreement, no later than twenty (20) days following the Effective Date of this Amendment. The terms of such escrow agreement shall be substantially as set forth in Exhibit 1 hereto.

8. Assignment. It is agreed and understood that the Licensed Parties shall have the right, upon notice to Hue, to transfer this Agreement and this Amendment and/or all of their rights or obligations hereunder to any party who is an Affiliate of Schlumberger. As used herein “Affiliate of Schlumberger” means any corporation that, directly or indirectly, (a) is owned or controlled by, (b) owns or controls, or (c) is owned or controlled by a corporation owning or controlling Schlumberger at the time in question. For the purposes of this Agreement, ownership, directly or indirectly, of at least fifty percent (50%) of the capital stock of a corporation carrying the right to vote for or appoint directors shall be deemed to constitute ownership or control thereof.

9. Conflicts. In the event of a conflict between the terms of this Amendment and those of the License Agreement, the terms of this Amendment shall prevail.

The foregoing is agreed to by:

Hue AS

Schlumberger Norge Holdings AS

VoxelVision AS

Exhibit 1

Escrow Agreement