



**EDUCATIONAL INSTITUTION LICENCE AGREEMENT**

**LIMITED WARRANTY**

CONTRACT REF.: ULA\_Agr\_UniversityofCamerino\_19\_10\_01

**Petroleum Experts Limited**  
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Registered in Scotland no 126553

This Agreement is made by and between

Petroleum Experts Limited, a company incorporated and existing under the laws of Scotland with registered offices at Petex House, 10 Logie Mill, Edinburgh, EH7 4HG, Scotland, UK. (Hereinafter referred to as "Licensor")

and

University of Camerino a public institution of higher education existing under the laws of Italy with registered offices at 16 Via A. D'Accorso, Province of Macerata, Camerino, Italy, 62032 (hereinafter referred to as "Licensee")

WHEREAS:

**Licensor** and **Licensee** wish to enter into an agreement. By signing this legal document the parties are agreeing to become bound by the terms of this Agreement, which includes the Software Licence, the Limited Warranty, the Acknowledgement and the Exhibit B.

This Agreement consists of this legal document and all its attachments. This document, all its attachments and its terms and conditions supersedes and replaces all previous communications, whether oral or written, between the **Licensee** and the **Licensor**, in relation to the Software to be provided hereunder

# **1. DEFINITIONS**

It is understood that reference to the singular includes reference to the plural and vice versa. For the purpose of this Agreement the following meaning should apply:

<b>Agreement:</b>	shall mean this Software Licence Agreement and any future Addenda.
<b>Licensor:</b>	shall mean Petroleum Experts Limited.
<b>Licensee:</b>	shall mean University of Camerino, the Institution licensed to use the Software under this Agreement.
<b>Authorized User:</b>	shall mean people and organizations conforming to conditions set out in the "Use Restriction" clause 5 below.
<b>Software:</b>	software program(s) licensed under this Agreement to the Licensee.
<b>Bitlock:</b>	licence protection device required for running <b>Licensor's</b> Software, (also known as dongle/key).
<b>Network licensing manager system or HARDLOCK:</b>	Required for use of <b>Licensor's</b> Software over the network.

**SOFTWARE EDUCATIONAL TEMPORARY LICENCE****2. SCOPE**

From the date when enabling codes are issued, the following Software programs are temporarily licensed to the Licensee:

Product	N° of Licences	Modules	Licence Protection Hardlock
MOVE			
2D Kinematic			
3D Kinematic			
Geomechanical Modelling			
Fracture Modelling			
Fracture Response Modelling	10	Version 2019	#6838
Fault Analysis			
Stress Analysis			
MOVE link for Petrel			
MOVE link for OpenWorks			
MOVE link for GST			
Hardlock	1	Version 11	

for an initial period expiring on the 14<sup>th</sup> December 2020. Upon written request by the Licensee, the licensed Software will be renewed for a further twelve months for each subsequent year at the sole discretion of the Licensor. The Licensee has no Perpetual licence rights to this or subsequent versions of the Software.

**3. COPY RESTRICTION**

Unauthorized copying of the Software, including software which have been modified, or included with other software, or of the written materials is expressly forbidden except that the Licensee is authorized to make one (1) copy for backup and archival purposes. The Licensee may be held legally responsible for any infringement which is caused or encouraged by its failure to abide by the terms of this licence.

**4. OWNERSHIP OF THE SOFTWARE**

The Licensor retains title and ownership of the software recorded on the original disk copy(ies) and all subsequent copies of the Software, regardless of the form or media in or on which the original or the other copies may exist. This licence is not a sale of the original Software or any copy.

**5. USE RESTRICTION**

The Licence is exclusively for Educational Institutions. The software Licence permits use for Training, Academic Research and Educational purposes only. No form of commercial work is permitted using this software licence. The licensed Software is for the latest commercial version available. To ensure that the latest version is being used, the Licensee can request and obtain a web-link, to download the latest commercial release available, directly from Licensor. The Licensee may not distribute copies of the Software or accompanying written material to other unauthorized companies or persons. The Licensee may not modify, adapt, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the Software. The licensed Software is to be assigned to a Network Licensing system developed and commercialized by Petroleum Experts, called **HARDLOCK**. The **HARDLOCK** system must be installed in the Licensee's IT network system and access to the

Software must be gained through this network IT. No remote access from outside the premises of the **Licensee** is authorized. Under no circumstances can the **HARDLOCK** device be used as standalone licences.

Licensor and the Licensor's Software must be fully acknowledged in all publications, posters and presentations that have used the Software. The suggested wording is as follows: The author acknowledges the use of the IPM and/or MOVE Software Suite granted by Petroleum Experts Limited.

## 6. TERMINATION

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from the **Licensor** if the **Licensee** fails to comply with any provision of this licence. Upon termination, the **Licensee** shall destroy all copies of the Software, including modified copies, if any. The **HARDLOCK** bitlock must be returned to the **Licensor**.

## 7. MISCELLANEOUS

The laws of Scotland shall govern this agreement. All disputes in connection with this agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules. The place of arbitration shall be Edinburgh, Scotland.

## 8. LIMITED WARRANTY AND DISCLAIMER OF WARRANTY

1. The Software, hardware protection and accompanying written materials (including instructions for use) are provided "AS IS" without any warranty other than specified explicitly in this paragraph 1 and in paragraph 2 below. Further, the **Licensor** does not warrant, guarantee or make any representations regarding the use, or the result of use, of the Software or written materials in terms of correctness, accuracy, reliability, currentness or otherwise, except that the performance of the Software accords with the relevant documentation supplied. As sole and exclusive remedy for breach of this warranty, the **Licensor** will replace any item of Software that is materially defective. The **Licensee** and **Authorized Users** assume the entire risk as to the results and performance of the Software.
2. The media in which the program(s) is distributed is thoroughly checked for all known viruses before and after duplication. While every care is taken during duplicating, the **Licensor** can accept no responsibility for the integrity of the media after departing from its premises. The **Licensee** and **Authorized Users** are strongly advised to check the media, using a virus checker, prior to the installation of the software program(s).

The **Licensor** warrants that, to the best of its knowledge, it is either the sole owner of the Software or has the right to sub license the Software and that there are no known infringements or claims of infringement with respect to the patent, copyright or other proprietary rights of third parties.

The above are the only warranties of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose that is made by the **Licensor** on this product. No oral or written information or advice given by the **Licensor** or its employees shall create a warranty or in any way increase the scope of this warranty and the **Licensee** may not rely on any such information or advice. Neither the **Licensor** nor anyone else who has been involved in the creation, production or delivery of this product shall be liable for any direct, indirect, consequential or incidental damages (including damage for loss of profits, business interruption, loss of business information) arising out of the use or inability to use such product even if the **Licensor** has been advised of the possibility of such damages.

## 9. LIABILITY

The **Licensor** will at its sole expense defend and hold the **Licensee** harmless from any claims including legal fees which may be made against the **Licensee** and/or the **Licensor** by any third party claiming infringement of a patent or any other proprietary rights to the licensed Software.

**10. PRICES FOR EDUCATIONAL LICENCES**

The licensed Software program(s) listed within this document are provided free of charge, as shown in the table below.

This is on the condition that the **Licensee** agrees to publicise in the public domain and throughout the University on all types of Media, that Licensor has donated the equivalent of £1,341,961.89 to the Licensee.

Product	Number of licences	Commercial cost + Maintenance
MOVE	10	£61,200.00
2D Kinematic Modelling		£177,480.00
3D Kinematic Modelling		£361,080.00
Geomechanical Modelling		£183,600.00
Fracture Modelling		£183,600.00
Fault Response Modelling		£183,600.00
Fault Analysis		£91,800.00
Stress Analysis		£36,720.00
Move Link Petrel		£18,360.00
Move Link OpenWorks		£18,360.00
Move Link GST	1	£18,360.00
Hardlock		£7,801.89
Total price in UK Sterling (exclusive of Taxes)		£1,341,961.89
Credit granted		-£1,341,961.89
Total Cost for University/College		£0.00

**11. ACKNOWLEDGEMENT**

The Parties acknowledge that they have read this agreement and limited warranty, understand them, and agree to be bound by both, terms and conditions. The Parties also agree that the licence and limited warranty are the complete and exclusive statement of agreement between the parties and supersede all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of the licence or limited warranty.

For: UNIVERSITY OF CAMERINO

Company Code: 7075



Signature

EMANUELE TONDI

Name in Print:

HEAD OF GEOLOGY DIVISION

Designation:

Date: 19/11/2019

For: PETROLEUM EXPERTS LIMITED



Signature

PIERIS HADJIPERIS

Name in Print:

CEO

Designation:

Date: 22/11/2019

**EXHIBIT B**

**TERMS AND CONDITIONS**

**(CONDITIONS OF SOFTWARE LICENSING)**



**EXHIBIT B****CONDITIONS OF SOFTWARE LICENSING****1 Software Installation**

- Software installation is generally carried out by the **Licensee**, if assistance is required this will be provided by telephone and/or electronic mail.

**2 Hardware & Software Requirements**

Technical Specifications related to the Software are provided as a separate document and can be provided upon request. The most up-to-date technical specifications for the Software may be obtained by contacting the **Licensor** directly.

**3. Support and Assistance**

The **Licensee** will benefit from:

- ▶ Technical support related to the HARDLOCK hardware device (also called bitlock, dongle or key) required to run the Software:
  - Assistance with network issues whether related to the Software and/or the hardware device provided by the **Licensor**;
  - In some instances with the replacement of inactive lost bitlocks (hardware and delivery costs rechargeable to the **Licensee**) or bitlocks/program disks which get damaged;
- ▶ Assistance with the download/installation of the Software by e-mail and/or telephone;
- ▶ Free upgrades to new releases of the Software will be provided at the discretion of the **Licensor**;
- ▶ Technical support is available from Monday to Friday 09:00 hrs to 17:30 hrs (UK) and 08:00 hrs to 17:00 hrs US, (CST) time), excluding national and public holidays;

**Under this Agreement, there is no entitlement to technical support in the use of the licensed Software. It is assumed that the Licensee has qualified staff who can support the students (users) with the engineering principles and theory as well as the use of the Software.**

**Important:** The support and assistance does not cover the replacement of incompatible hardware due to technological advances of a **Licensee's** computer or operating system nor the replacement of lost active bitlocks.

In the case where an inactive bitlock is lost and the **Licensee** requests a replacement, the **Licensor** might replace the inactive lost bitlock. The cost of the hardware and delivery will be rechargeable to the **Licensee**.

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