



PERPETUAL LICENCE AGREEMENT

LIMITED WARRANTY

AGREEMENT REF.: AGR_PLA_CZECHGS_19_10_01

**Petroleum Experts Limited
Petex House,
10 Logie Mill
Edinburgh
EH7 4HG
Scotland, UK**



e

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 "the **Licensor** or **Petex**")

and

Czech Geological Survey, a company incorporated and existing under the laws of the Czech Republic with registered offices at Klárov 131/3, Prague 1, 118 21, Czech Republic (hereinafter referred to as "the **Licensee** ")

WHEREAS:

The **Licensee** now wishes to acquire the Software program(s) that the **Licensor** can supply and the **Licensor** is willing and able to grant the **Licensee** a licence to use in its own right. By signing this legal document the parties are agreeing to become bound by the terms of this Agreement, which includes the Software Perpetual Licence, the Limited Warranty, the Acknowledgement, the Exhibit A, the Exhibit B and the Appendix I.

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. For the avoidance of doubt, this Agreement supersedes and replaces the agreements summarised in Appendix I.

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:

Agreement:	shall mean this Software Licence Agreement and any future Addenda.
Licensor or Petex:	shall mean Petroleum Experts Limited.
Licensee or Client:	shall mean Czech Geological Survey, the company licensed to use the Software under this Agreement.
Affiliate:	shall mean a company, partnership, or legal entity where at least 51% of the share capital and/or voting interests are owned and held directly by the Licensee .
Authorized User:	shall mean people and organizations conforming to conditions set out in the "Use Restriction" clause 5 below.
Software Security Device or Bitlock:	licence protection device required for running Licensor's Software, (also known as dongle/key).
Software:	software program(s) licensed under this Agreement and any future Addenda to the Licensee .
Hardlock:	Network licensing manager system. Required for use of the Licensor's Software over the network.
Maintenance Fee:	shall mean the fee payable to enable the Licensee to gain access to technical support and to receive new versions of the licensed Software as described in Exhibit A.

SOFTWARE PERPETUAL LICENCE

2. SCOPE

Effective from the date of signature, both parties are entering into an arrangement with the objective of agreeing the terms and conditions for the licensing, right of use, limited warranty and commercial conditions of the **Licensor's** Software program(s). Exhibit A and Appendix I detail the initial set of licensed Software covered by this Agreement.

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** or **Authorized User** is permitted 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.

The **Licensor** will distribute the Software and relevant technical documentation (User Manuals) on electronic media. The documentation will be in a machine readable format. The **Licensee** and **Authorized User** are entitled to make electronic or printed copies (hard copies) of the documentation as is reasonably required for the internal use of the **Licensee**.

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 **Licensor** grants the **Licensee** a perpetual, non-exclusive, non-transferable right and licence to use the object version of the Software listed solely for the benefit of the **Licensee** and **Affiliates** in which the **Licensee** participates, with use limited to i) the **Licensee's** employees, ii) the **Licensee's** contractors, and iii) the **Affiliates'** employees. Employees of the **Licensee** who are seconded to third parties for a limited period are specifically authorized to use the Software, however this right does not extend to the third party organization unless they are **Affiliates**. This licence explicitly excludes partners or co-ventures from independent use of the Software unless conforming to the definition of **Affiliate** as set out in this Agreement. Both contractors and **Affiliate's** workers are subject to confidentiality and licensing terms set out in this Agreement for the licensed period.

The **Licensee** may:

- i) Install and use the Software on the **Licensee** controlled systems. Third parties and contractors may exclusively use the Software in the **Licensee's** premises on the **Licensee's** controlled computers systems, provided that the Software is being used exclusively for the business of the **Licensee**.
- ii) If the Software includes functionality that enables the **Licensee's** server, a group of servers or a single computer to act as a network server, any number of computers or workstations may access or otherwise utilize the Software over the **Licensee's** network for each geographical **Licensee** site, so long as the number of concurrent software licences does not exceed the amount of licensed Software held by the **Licensee** under this Agreement.

iii) The **Licensee** may not modify, adapt, translate, reverse-engineer, de-compile, disassemble, or create derivative works based on the Software. This does not restrict the **Licensee** from using the licensed Software in association with third party products through the open architecture system of the **Licensor's** software, known as "OpenServer".

6. TRANSFER RESTRICTIONS

This Software is licensed only to the **Licensee**, and may not be transferred to anyone without the prior written consent of the **Licensor**. Any authorized transferee of the Software shall be bound by the terms and conditions of this Agreement. In no event may the **Licensee** transfer, assign, rent, lease, sell or otherwise dispose of the Software on a temporary or permanent basis except as expressly provided herein.

7. 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 bitlock (s) must be returned to the **Licensor**.

It will be deemed material breach if **Licensee** does not pay a correctly presented purchase invoice within the agreed payment terms. In the case of termination due to material breach by **Licensee** all perpetual rights to the Software will be revoked.

8. SOFTWARE MAINTENANCE

The **Licensor** will create every year an updated version of the Software. The **Licensor** will make such updates available to the **Licensee** and transferees **who have paid the annual Maintenance Fee as set out in Exhibit B, clause 5.**

9. CONFIDENTIALITY

9.1 Each party shall treat, protect and safeguard as proprietary and confidential all information disclosed to the other under this Agreement with the same level of care and confidentiality that it would take with its own confidential information. Each party agrees that it will not make use of, directly or indirectly, any of the information, which it has received, or otherwise acquired from the other, other than for the purpose for which the information has been disclosed, except with specific prior written authorization. Each party agrees not to disclose, publish or otherwise reveal any such information to any third party without specific prior written authorization.

9.2 The above restriction will not apply to any information which (a) is rightfully known or is in the rightful possession of the recipient as of the date of its disclosure by the disclosing party; (b) is generally distributed or made available to others by the disclosing party without restriction as to use or disclosure; (c) lawfully becomes known or available to recipient from third parties who are not under a similar agreement directly or indirectly with the disclosing party regarding disclosures; (d) is independently developed by the recipient; or (e) is disclosed as required by applicable law or ordered by a court of competent jurisdiction.

10. ADDITIONAL SOFTWARE PROGRAMS

From time to time, the **Licensee** may wish to purchase additional Software of the **Licensor's** Software programs. In such occasions, the terms and conditions of this Agreement will apply. An addendum will be issued specifically when acquiring additional Software and each addendum will be numbered sequentially using this Agreement: (Agr_PLA_CzechGS_19_10_01) as reference.

11. CHANGE OF CORPORATE OWNERSHIP

In the event that the **Licensee** ceases to exist through:

- a) having the majority of its voting shares acquired or transferred to another company;
- or,
- b) the merger or transfer of the majority of its' share capital with a third party organization,

it is agreed:

Upon written notice to the **Licensor**, all the fully purchased licensed Software covered by this Agreement may be authorized to be assigned to the new organization. Such authorization will not be unreasonably withheld.

A new agreement will be agreed between the **Licensor** and the new **Licensee** to establish how the existing licensed Software is to be maintained and the basis of which future Software is purchased.

12. 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.

13. LIABILITY

The **Licensor** will at its sole expense defend and hold the **Licensee** and **Authorized User** harmless from any claims including legal fees which may be made against the **Licensee**, **Authorized User** and/or the **Licensor** by any third party claiming infringement of a patent or any other proprietary rights to the licensed Software. The **Licensor** agrees to indemnify the **Licensee** and hold it harmless in respect of any claim, grant or action against the **Licensee** alleging patent or copyright infringements.

14. SURVIVAL

The following clauses shall survive and still apply after the termination of this Agreement: clauses 4, 9, 12, 13, and 15.

15. 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.

16. 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 Perpetual Licence Agreement and Limited Warranty and Disclaimer of 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 Software, licence or limited warranty.

This Agreement, to the extent delivered by means of a facsimile machine or as an image attached to an email, shall be treated in all manner and respects as an original agreement and shall have the same binding legal effect as if it were the original version delivered in person. At the request of any party, the other party shall re-execute an original form hereof and deliver it to the requesting party. Each party agrees to not raise the use of a facsimile machine or attachment to an email to deliver a signature or the fact that any signature or agreement or instrument was transmitted through the use of a facsimile machine or as an image attached to an email as a defence to the enforceability of this Agreement and each party forever waives any such defence.

IN WITNESS WHEREOF, the respective authorised representative of each party has executed this Agreement consisting of the Cover Page, the Perpetual Licence Agreement, and any other applicable addenda or exhibits as specified herein, to be effective as of the date set forth above. In the event that the **Licensor** signs and returns an acknowledgement copy of the **Licensee's** purchase order for Software, the parties expressly agree that the **Licensor's** signature thereon is being provided solely as an accommodation to the **Licensee** for **Licensee's** internal purposes, and does not signify the **Licensor's** agreement to any terms or conditions contained therein which vary, conflict with, or impose additional obligations to the provisions set forth in this Agreement.

For: **CZECH GEOLOGICAL SURVEY**

Company Code: 005984

Signature: 
 Name in Print: **Zdeněk Venera, Ph.D.**
Czech Geological Survey
Director
 Designation: **Klárov 3/131, 118 21 Prague 1**
Czech Republic
 Date: **2. 12. 2019**

For: **PETROLEUM EXPERTS LIMITED**

Signature: 
 Name in Print: **JAMES WOODROW**
DIRECTOR
 Designation:
 Date: **31/12/19**

EXHIBIT A

COMPENSATION

EXHIBIT A**1) SOFTWARE TO BE INCLUDED WITHIN THIS AGREEMENT:**

- The current licensed Software that the **Licensee** wishes included within this agreement is summarised In Appendix I and form the basis on the Maintenance and support services which are to be provided effective until the Maintenance expiration date, 31st March 2020.
- The new software listed in the table below is hereby included into the Agreement:
Agr_PLA_CzechGS_19_10_01.

Software	Number of licences	Modules	**Software Security Device
HARDLOCK	1	Version 11.0	HL #6637
<p>**This purchase by the Licensee is a licence to use the Software. To use the Software, a Software Security Device (dongle/bitlock) may be required.</p> <p>Should the Software licence dongle/bitlock be misplaced and/or lost and a replacement requested, rental charges may apply. Contact the Licensors for more information.</p>			

A.1.1. Pricing

- If and when applicable, purchase prices will take into account the number of maintained software licences of the same program held by the **Licensee** under this Agreement, reference: Agr_PLA_CzechGS_19_10_01.

PROGRAM	LICENCE NUMBER	PRICE PER LICENCE	(*)MAINTENANCE FEE	TOTAL COST PER LICENCE
HARDLOCK	1			£7,250.67
NET COST FOR HARDLOCK PROGRAM IN UK STERLING				£7,250.67
CREDIT GRANTED TO CZECH GEOLOGICAL SURVEY				£7,250.67
TOTAL COST				£0.00

(*)1st Maintenance Fee:- The first Maintenance above has been calculated from 15th October 2019, as follows:

$$15\% \text{ of } £6,784.25 / 12 * 5.5 = £466.42$$

()Subsequent Maintenance Fees:-** From the 1st April 2020, the maintenance fee of the **HARDLOCK** will be invoiced under a single maintenance invoice to the **Licensee**, along with the existing licences held by the **Licensee**. The maintenance fee rate for **HARDLOCK** will be 15%, while **MOVE** is calculated at 20%, as per the Exhibit B: Terms and Conditions (Conditions of Licence Purchase), the maintenance is calculated based on the licence purchase price at the time of invoicing.

The table below is a summary of the Licensed Software under this Agreement and includes any changes to the numbers incorporated by this Agreement.

Program	Number of Licenses
HARDLOCK	1
MOVE	5

EXHIBIT B

TERMS AND CONDITIONS

(CONDITIONS OF LICENCE PURCHASE)

EXHIBIT B**CONDITIONS OF LICENCE PURCHASE****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

For the most updated requirements of IT hardware and operating software, please refer to the Technical Specifications which can be requested directly from the **Licensor**.

3. Payment Terms

- Prices are Net (unless otherwise stated) and in UK STERLING (UK£).
- Terms of Purchase Payment are thirty (30) days from date of invoice
- Payment by bank transfer into the **Licensor's** designated bank account. Bank account details will be detailed in the appropriate invoice.
- Payment is to be made in the currency specified in the invoice.
- In countries where the governing laws require the **Licensee** to operate through a local agent, prices are exclusive of any fee and/or commission payable to the agent.
- Taxes - Unless otherwise stated within this Agreement, the **Licensor's** prices are **NET** and exclusive of UK VAT, Sales Tax, Withholding, local and/or any other type of VAT or tax. Should the **Licensee** have a tax liability which may require a deduction to be made before the payment of any invoice, the **Licensee** agree to notify the **Licensor** indicating the rate and the **Licensor** will adjust its prices accordingly. Notwithstanding this, the **Licensor** reserves the right to adjust its prices to meet any changes in the **Licensee's** tax position.

Should Sales Tax, Withholding Tax or Tax Treaties change between the **Licensor's** country of tax residence and the **Licensee's** country of tax residence, the **Licensor** reserves the right to adjust its prices within this Agreement accordingly.

4. Licence Fee

The Licence Fee is for the current version of the Software program set out in Exhibit A. Copies of the current version of the Software are perpetually licensed to the **Licensee**. All software bugs or defects inherent to the licensed version of the Software are corrected as part of the annual Maintenance at no additional charge.

4.1 Option to Purchase Additional Licences

Should the **Licensee** wish to purchase further software of the **Licensor's** software programs, prices will be based on the purchase price of the Software at that time. An addendum to this agreement will be required. The format of this addendum will be similar to Exhibit A. All terms and conditions of this agreement will apply to the addenda, other than where specifically agreed in writing by the **Licensee** and the **Licensor**.

All licences of a specific Software program purchased under this agreement, will benefit from the current volume discount, based on the number of maintained licensed Software held by the **Licensee** under this Agreement.

5. Annual Maintenance

The purchase of a licence of one of the **Licensor's** software program will give the **Licensee** perpetual rights to the current version of that software program at time of buying. Additionally, the **Licensee** can elect to enter into a Maintenance agreement which will give access entitlement to technical support and software program upgrades.

5.1 What it covers

Through the provision of Maintenance, the **Licensee** will benefit from:

- Assistance with the download/installation of the Software by e-mail and/or telephone
- Technical support which ensures that the Software performs according to the documentation provided by the **Licensor**
- Technical support associated to the hardware device (also known as 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**
- Replacement of a faulty bitlock; an inactive lost bitlock or a software installation disk which has been damaged
- Technical support is provided by e-mail (preferred option) and/or telephone for the designated person(s) in charge of the licensed Software within the **Licensee's** organisation
- Technical support is given exclusively to the **Licensee's** and Affiliate's employees. Third parties, including contractors, are not entitled to direct support
- 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
- Correction of Software bugs and defects
- Free upgrades to new releases of the Software
- Minor Software modifications requested by the **Licensee** that do not require changes to the Software overall structures and concepts, plus the opportunity to influence future software developments through the attendance to the Annual User Group meetings

Important: Maintenance Fees do not cover the replacement of incompatible hardware due to technological advances of the **Licensee's** computer or operating system nor the replacement of a lost bitlock with an active Software program.

5.2 Annual Maintenance Terms and Conditions

For the **Licensee** to continue to benefit from the Maintenance described above, the Maintenance is payable every year. The annual Maintenance Fee is invoiced on the 1st of April of each year.

- Yearly Maintenance is invoiced under a single invoice and will include all of the Software licences held by the **Licensee** under the same Agreement (and any Addenda)

The first year's Maintenance may be pro-rated if:

The initial purchase included Maintenance (*i.e. at the time of purchasing software program licence it was inclusive of 12 months Maintenance*). In such cases the first Maintenance will be pro-rated from the anniversary when activation codes were provided until the 31st March next.

From the following year the Maintenance will be invoiced for the full twelve months (April-March)

To see an illustration of how Maintenance is calculated, please contact **Licensor**

- The Maintenance is payable every year and if the **Licensee** decides to forgo the Maintenance of the Software, entitlement to further technical support and upgrades of the Software program, as listed in the sub-clause 5.1 above, will also be waived, as per the **Licensor's** Licensing Terms and Conditions of Licence
- If the Software is assigned to a **HARDLOCK**, Maintenance of all Software licences on it must be up to date. If the **Licensee** was to elect to stop Maintenance on some licences of a specific software program, while maintaining others of the same software program on the same **HARDLOCK**, the **Licensee** will be required to move the non-maintained licences onto separate bitlock.

- To hold any maintained software program licences in the **HARDLOCK**, the Maintenance of the **HARDLOCK** must also be up to date.

5.2.1 Maintenance Rates

After the first Maintenance and for the calculation of subsequent Maintenance renewal Fees, the **Licensor** will use the purchase price list for the calendar year in which Maintenance is being invoiced.

*Example: To invoice the Maintenance Fee in 2017, the **Licensor's** purchase price list for 2017 will be used.*

The cost of Maintenance is calculated on a software program licence by software program licence basis, taking into account the total number of maintained licences of a specific software program held under a single agreement, as follows:

IPM/IFM software program and HARDLOCK system:

- The rate of the Maintenance Fee is set at 15% of the current purchase price at the time of invoicing. The Maintenance Fee escalation will not exceed 15% per annum for existing maintained software program licences.

IVM/MOVE software program:

- The rate of the Maintenance Fee is set at 20% of the current purchase price at the time of invoicing. The Maintenance Fee escalation will not exceed 15% per annum for existing maintained software program licences.

In all cases, Maintenance prices will include surcharge for tax (where applicable) (refer to Section 3 sub-section Tax above).

5.2.2 Cancellation of Maintenance:

Maintenance expires on the 31st March each year at which time entitlement to receive technical support and software program updates stops. Yearly Maintenance is invoiced on the 1st April and payment is due before 30th April. If a Maintenance invoice remains unpaid beyond the 30th April there is no entitlement to technical support or updates for any software program covered by that invoice.

If the Maintenance of a software program is allowed to expire and at a later date the **Licensee** would like to re-instate it, different rates will apply. For the calculation of re-instatement of Maintenance, the **Licensor's** current year's software price list will be used as clarified below.

IPM/IFM software programs and HARDLOCK system

The licence of a software program which is dormant, (non-maintained) for:

- The first period – Any Maintenance Fee outstanding beyond 30th April is considered cancelled. Re-instatement will be charged at a rate of 19.5%. Current Maintenance period will be charged at the applicable rate at that time.
- Two Maintenance periods – Will be at a rate of 21.5% for the first period, 19.5% for the next, plus current Maintenance period which will be charged at the applicable rate at that time.
- Three Maintenance periods - Will be charged at a rate of 24.5% for the first period, 21.5% for the second and 19.5% for the third, plus current Maintenance period which will be charged at the applicable rate at that time.
- Four Maintenance periods and over - A licence of a software program which is dormant for four Maintenance cycles or over, cannot be re-instated and instead it will be possible to purchase a new licence to the software program. The price of a new licence will be that of the software program at that time.

IVM/MOVE software programs

The licence of a software program which is dormant, (non-maintained) for:



- The first period – Any Maintenance Fee outstanding beyond 30th April is considered cancelled. Re-instatement will be charged at a rate of 26%. The current Maintenance period will be charged at the applicable rate at that time.
- Two Maintenance periods – Will be at a rate of 29 % for the first period, 26 % for the next, plus the current Maintenance period which will be charged at the applicable rate at that time.
- Three Maintenance periods - Will be charged at a rate of 33% for the first period, 29% for the second and 26% for the third, plus current Maintenance period which will be charged at the applicable rate at that time.
- Four Maintenance periods and over - A licence of a software program dormant for four Maintenance cycles or over, cannot be re-instated and instead it will be possible to purchase a new licence to the software program. The price of a new licence will be that of the software program at that time.

6. Invoicing:

The **Licensee** will benefit from the volume discount based on the number of maintained licensed Software held under this Agreement. From the next 1st April, the **Licensee** will be invoiced for the annual Maintenance, as described in Exhibit A & B. From then on, the yearly Maintenance invoice will be sent to the following address:

The Licensee to indicate the address where the yearly Maintenance is to be invoiced

Czech Geological Survey

Department and/or Contact Name :	JAN FRANĚK
Address :	CZECH GEOL. SURVEY
Address :	KLAROV 3
City :	PRAGUE 1
Post Code :	118 21
Country :	CZECH REPUBLIC
Telephone :	
(1)E-mail address :	

(1)Important Note: Prior to the invoicing of the yearly Maintenance, the **Licensor** will send out detailed Software price information for the renewal. This advance communication, the **Maintenance Fee Report**, is sent, via e-mail, to the **Licensee**' designated contact(s). The **Licensee** to provide the name and e-mail address of the person(s) who are to receive this information.

7. Distribution of Software Upgrades:

As part of this Agreement it may be required to send a software package to the **Licensee**. This will be done by using one of the **Licensor's** regular courier companies, at the **Licensor's** cost. On arrival of the software package to the destination country, any customs & duties, port charges/taxes, insurance, other courier costs, etc. will be the responsibility of the **Licensee**.

If alternative delivery method is required by the **Licensee**, the **Licensee** will be responsible for all its organization and costs.

If the **Licensee** require of the **Licensor** the provision of specific documents and/or certificates, which may in addition required to be translated, notarised and/or legalised, all related costs, will be recharged to the **Licensee**.

Copy(ies) of new versions of the Software will be made available to the **Licensee** and transferees who have paid the annual Maintenance Fee. The **Licensee** to provide with the name and contact details of the person(s) responsible to receive this type of communications and make the **Licensor's** products available internally within the **Licensee's** organization.

The Licensee to indicate the address where updates are to be sent

Czech Geological Survey

Department and/or Contact Name : RICHARD BINKO


Address : CZECH GEOL. SURVEY


Address : KLAROV 3

City : PRAGUE 1

Post Code : 118 21

Country : CZECH REPUBLIC

Telephone : 

⁽²⁾E-mail address : 

⁽²⁾**Important Note:** Software upgrades, PXKey (the program to renew the Software licences yearly), will be sent via e-mail to the **Licensee's** designated contact(s). The **Licensee** to provide the name and e-mail address of the person(s) who are to receive this type of communication.

APPENDIX I

PERPETUAL SOFTWARE LICENCES COVERED BY THIS AGREEMENT

APPENDIX I

List of existing licensed Software which are hereafter incorporated into this Agreement:

Program	Number of Licences	Previous agreement reference
MOVE	5	1985