



PERPETUAL LICENCE AGREEMENT

ADDENDUM

LIMITED WARRANTY

AGREEMENT REF.: AGR_PLA_CZECHGS_19_10_01
Addendum #01

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

email:

AGR_PLA_CZECHGS_19_10_01
ADDENDUM #01

Agreement

Between
Petroleum Experts Limited
Petex House
10 Logie Mill
Edinburgh, EH7 4HG
Scotland, United Kingdom

And
Czech Geological Survey
Klárov 131/3
Prague
118 21
Czech Republic

WHEREAS Petroleum Experts Ltd (the **Licensor** or **Petex**) and Czech Geological Survey (the **Licensee**) have entered into an agreement, reference: **Agr_PLA_CzechGS_19_10_01**

AND WHEREAS the parties now wish to amend the terms of said Agreement

Scope Section

THEREFORE the parties agree that the Agreement shall be amended as follows:-

1. CLAUSE 1. 'DEFINITIONS' the following new definition is included:

"Workflows" shall mean the engineering or data driven logic in computer programs, source, and object code, developed or existing that is used as part of Digital Oil Field (DOF) services provided by Licensor. For the avoidance of doubt this definition does not include the Software.

2. CLAUSE 5. USE RESTRICTION is deleted and replaced as follows:

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".*

Other than licence rights set out in the under the Agreement in relation to the Software, **Licensor** does not confer any intellectual property rights in relation to Digital Oil Field (**DOF**) services provided to the **Licensee**, including any **Licensor** Workflows, developed by **Licensor** and provided as part of a **Petex** Digital Oil Field (**DOF**) services unless such **Licensor** Workflow is specifically listed as a deliverable of the Digital Oil Field (**DOF**). For avoidance of doubt, all **Licensor** Workflows that are deployed in an object code form as part of a **Petex** Digital Oil Field (**DOF**) are only licensed to the **Licensee** and may not be sub-licensed, transferred or assigned outside of the **Licensee**.

Licensee retains all intellectual property rights to **Licensee's** own Workflows developed or created by the **Licensee**. **Licensor** will, with the authorisation of the **Licensee**, have the right to test and deploy **Licensee's** Workflows where they are provided to **Licensor** to support the delivery of an agreed **Petex** Digital Oil Field (**DOF**).

3. The Software program(s) listed below are perpetually licensed to the **Licensee** from the date of signature or from the date when access for the listed Software product(s) has been provided:

Software	Number of Licences	Modules	Software Protection
MOVE	2	Version 2020.1	HL #6637


All other terms and conditions with the exception of the attached Exhibit A1 or as modified by this Addendum shall remain in full force and effect.

Agreed to and accepted

For : CZECH GEOLOGICAL SURVEY
Company Code: 5984

Signature: 

Zdeněk Vencel, Ph. D.


Name in Print: Director
Klárov 3/131, 118 21 Prague 1
Czech Republic

Designation:

Date : 26. 10. 2021

Česká geologická služba
Klárov 3/131, 118 21 Praha 1

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For : PETROLEUM EXPERTS LIMITED

Signature: 

Name in Print :

DIRECTOR

Designation:

Date : 29. 10. 2021

ADDENDUM #01
EXHIBIT A1
COMPENSATION

A.1 Additional Licences:

The Software listed in the table below is hereby included into the Agreement: Agr_PLA_CzechGS_19_10_01.

Software	Number of licences	Modules	Software Protection
MOVE	2	Version 2020.1	HL #6637

^This purchase by Licensee is a licence to use the Software. To use the Software, a software protection device (dongle/bitlock) may be required.
Should the Software licence dongle/bitlock be misplaced and/or lost and a replacement requested, rental charges may apply. Contact the Licensor for more information.

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 SOFTWARE LICENCE	MAINTENANCE FEE ^(*)	TOTAL PER SOFTWARE LICENCE
MOVE	#6			£5845.88
MOVE	#7			£5845.88
TOTAL NET COST FOR 2 MOVE LICENCES IN UK STERLING				£11,691.76

^(*) 1st Maintenance Fee: - The first maintenance above has been calculated from 20th October 2021, as follows:

$$20\% \text{ of } £5,355.00 / 12 * 5.5 = £490.88$$

^(**)Subsequent maintenance Fees: - refer to Exhibit B – Terms and Conditions (Conditions of Licence Purchase)

LICENCE DISTRIBUTION:

Under this agreement, the delivery of upgrades for the Software, activation codes and invoice for yearly Maintenance Fees will continue to be through the designated Licensee's centralised point of distribution.

ADDENDUM #01 – LICENCE SUMMARY

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

Program	Number of Licences
HARDLOCK	1
MOVE	7