



Educational Grant Program

Dear Sir / Madam

Petrosys Educational Grant Program

Thank you for your interest in the Petrosys *Educational Grant Program*. Petrosys is proud to support the development of future geoscience experts by providing access to the most powerful spatial and mapping technologies available for training and research.

There will be no charge to your institution for the Petrosys® software or its maintenance. If approved, this grant will continue for a period of three years. If you wish to renew your grant at the expiration of this period, you must submit an updated application.

Before submitting this application to Petrosys, please ensure that you obtain the full approval of your institution for the terms and conditions associated with the grant.

Should Petrosys approve your application, a Petrosys representative will be in touch to discuss the optimal configuration of the Petrosys® software for your environment with your designated technical contact, as well as to issue pro-forma accounting documents related to the software granted to your institution.

Software license keys will be updated on a periodic basis during the term of the grant, typically on or around 31 January of each year.

We request that your institution announce this grant, if approved, through its public affairs office via channels ordinarily used to issue press releases, announcements and similar information.

We also request that you provide a link from your departmental website to www.petrosys.com.au to permit students, staff and other interested parties to better understand our suite of products and services. Petrosys also requires reasonable acknowledgement in any publication or other literary work derived from projects in which the Petrosys® software has been used.

If you have any questions or concerns regarding the *Educational Grant Program*, please direct your enquiries to us at contracts@petrosys.com.au.

Sincerely,

Scott Tidemann
Chief Executive Officer

Application Instructions

To apply for a grant of Petrosys® software via the Petrosys *Educational Grant Program*, you must provide the following documents:

1. **Covering letter, appearing on the official letterhead of your institution, signed by the appropriate department head.**
 - A sample *Covering letter* appears on Page 3 of these materials.
2. **Completed *Grant Application Form***
 - The *Grant Application Form* appears on pages 4 – 6 of these materials.
 - Please note that all questions are mandatory. If a question is clearly not applicable to your institution, write “n/a”.
3. **Two (2) signed copies of the *Petrosys Software Grant Agreement*.**
 - The *Software Grant Agreement* appears on pages 7 – 11 of these materials. Please note that the Agreement must only be executed by a person who is authorised to bind your institution to contractual obligations without any further approval or authorisation. This person should also be identified by name when completing the *Grant Application Form*.
 - Details of your institution (referred to as “Licensee”, “you” or “your” throughout the Agreement) must be inserted into Schedule B of the Agreement.
 - Please ensure that your institution’s authorised representative completes and executes two (2) copies of the Agreement. Both copies must be forwarded to Petrosys together with your application.
4. If your application is successful, Petrosys will execute both copies of the Agreement and then return one to you for your records.

If you require a further explanation of any part of the application process, please direct your queries to contracts@petrosys.com.au.

To Submit your Application

Submit your application via mail or courier at the following address:

Att: Educational Grant Program
Petrosys Pty Ltd
Level 4 North
191 Pulteney Street
Adelaide SA 5000
AUSTRALIA

You may also submit the application electronically by sending a scanned copy (PDF format) of the completed documents via email to contracts@petrosys.com.au.

Grant Application Form

Please complete this form and return it to Petrosys together with the signed *Software Grant Agreement* and your *Covering letter*.

All questions are mandatory.

INSTITUTION DETAILS

Public name of Institution: _____

Legal entity to whom license is to be granted: _____

Type of Institution:

- University or tertiary teaching institution
- Public research organisation
- Secondary school

Year established: _____

Website: _____

Approximate number of staff and students at Institution:

- Less than 100
- 100 to 1000
- 1000 to 5000
- More than 5000

DEPARTMENT DETAILS

Name of Department requesting the software: _____

Principal scientific/technical focus of Department:

Please provide a recent annual report is possible

Responsible officer for contracts/legal documents: _____

Position: _____

Telephone no.: _____

Email address: _____

Street address

Street _____

City _____

ZIP/Post Code _____

Country _____

Postal address

Street _____

City _____

ZIP/Post Code _____

Country _____

INTENDED SOFTWARE USE

Name of individual requesting the software: _____

Position: _____

Telephone no.: _____

Email address: _____

Years at this institution: _____

Nature of current position:

- Full-time staff member
- Full-time postdoctoral research project
- Full-time postgraduate research project
- Full-time graduate project
- Part-time research project
- Part-time teaching assignment

If the software will be use in research, please outline the initial projects being considered:

Expected completion date (for time-limited projects): _____

If the software will be used in training, outline the training courses or subjects offered:

Please provide (if possible) copies of any course descriptions and/or direct link to any web location where the courses are advertised or described

How will the software be used in training courses?

- Resource for use in projects
- Resource for laboratory tutorial sessions
- Structured training in the use of the software

Average annual enrolments in these courses: _____

IT INFRASTRUCTURE

Operating system(s) on which the software will/may be installed:

- Linux – RedHat
- Linux – Other (specify) _____
- Microsoft Windows

Number of computers of which software will/may be used: _____

Average age of computers on which software will/may be used:

- 0-1 year
- 1-3 years
- Older than 3 years

IT INFRASTRUCTURE (CONT.)

- Level of IT support available:**
- End user must support the computers used
 - Department computer specialist
 - Third-party computer specialist
 - Institutional information technology group

Name of principal IT support contact: _____

Email address: _____

- Other software used at department:**
- Halliburton Landmark/Geographics
 - Halliburton OpenWorks/SeisWorks
 - Zmap
 - CPS
 - Sattlegger
 - Schlumberger GeoFrame/Charisma/IESX
 - Schlumberger Petrel
 - Paradigm
 - Kingdom SMT
 - IHS Petra
 - Surfer
 - ESRI
 - MapInfo

THANK YOU FOR COMPLETING THE APPLICATION



Petrosys Pty Ltd

(ACN 008 050 342)

Software Grant Agreement

[Print and sign two copies of this document and return both copies to Petrosys with your Grant Application]

Unless otherwise expressly agreed by us in writing, this Agreement governs our supply and your use of the Petrosys[®] software and our provision of any Services as part of an Educational Grant. No additions or alterations to this Agreement shall be of any effect unless expressly agreed by us in writing.

1 Definitions and Scope

In this Agreement:

“Authorised User” means any of your students or employees physically located within the Extent of Network, or any other person that is expressly authorised in writing by Petrosys to use the Petrosys[®] Software;

“Educational Grant” means our provision of the Petrosys[®] software, licences to use the Petrosys[®] software and any other Services we elect to provide to you pursuant to this Agreement;

“Extent of Network” means the distance specified in Schedule C from the site at which the Petrosys[®] software is installed, within which an Authorised User may use the Petrosys[®] software;

“Licence” means licence(s) to use all or part of the Petrosys[®] software, further described in clause 3 of this Agreement;

“Licence Commencement Date” means the date of commencement of the Licence, further described in Schedule A;

“Licence limitations” means all limitations and other conditions relating to the Licence specified anywhere in this Agreement;

“Petrosys[®] software” means any software modules we elect to provide to you in connection with the Educational Grant including (a) any associated programs, files, libraries and documentation which we elect to provide to you; and (b) any additional modules or future enhancements or replacement versions of the software we make available to you;

“Services” means the services (if any) identified in this Agreement including but not limited to the support and maintenance of the Petrosys[®] software further described in this Agreement;

“we”, “us” and “our” means Petrosys Pty Ltd (ACN 008 050 342) a company incorporated under the laws of the State of South Australia in Australia and with its principal place of business at Level 4 North, 191 Pulteney Street Adelaide South Australia 5000 Australia, or any of its subsidiaries which, from time to time, provide the Petrosys[®] software and/or Services; and

“you” or “your” means the educational or research institution entering into this Agreement, further described in Schedule B.

2 Supply of Petrosys[®] software and Services

You are responsible for the installation and configuration of any Petrosys[®] software which we elect to provide to you in connection with this Educational Grant.

Any Services we provide (whether free of charge in connection with this Educational Grant or at our then applicable rates) will be performed by suitably qualified personnel in accordance with sound and accepted professional practice.

The Services (if any) may be provided by us or by a suitable contractor appointed by us.

You must comply with all of your obligations identified in this Agreement and with any instructions which we provide to you from time to time.

Our supply of the Petrosys[®] software and our provision of the Services (if any) are subject to you: (a) promptly providing any information or assistance which is reasonably required by us; (b) making your facilities

available to us as and when reasonably required by us; and (c) promptly complying with all your obligations identified in this Agreement.

The Petrosys[®] software will generally comply with any written descriptions provided by us in connection with this Agreement. However, you acknowledge that there may be differences between the descriptions provided and the Petrosys[®] software supplied and that we may revise any aspect(s) of the Petrosys[®] software at any time.

We will endeavour to supply the Petrosys[®] software and to perform Services (if any) on the date or dates specified by us. However, you acknowledge that circumstances may arise which cause delay and that we will not be liable for any failure or delay in the supply of the Petrosys[®] software or in the provision of Services.

You must comply with all instructions provided in connection with Petrosys[®] software or Services. If you have any uncertainty regarding our instructions or the use of the Petrosys[®] software, you should promptly seek advice from us

3 Licence to use Petrosys software

We agree to grant you, free of charge, a personal, revocable, non-exclusive, non-transferable Licence to use any Petrosys[®] software which we elect to provide to you, subject to the Licence Limitations. The Licence commences on the Licence Commencement Date, as further described in Schedule A. The Licence shall continue for 3 years from the Licence Commencement Date, unless terminated earlier pursuant to this Agreement. Only Authorised Users may use the Petrosys[®] software.

The Petrosys[®] software we provide to you may only be used by Authorised Users for a non-commercial purpose, which you must identify to Petrosys in writing at the time of applying for this Educational Grant. Without limiting the foregoing, you may not use the Petrosys[®] software for (a) paid or unpaid work that does not form part of a teaching or research program administered by you, (b) projects or other work undertaken on behalf of a third party on a commercial basis, (c) work where title to any results obtained vests in neither you, us nor the public domain, or (d) assessment of the functionality of the Petrosys[®] software (including but not limited to comparisons with other software) other than assessment by you solely of the suitability of the Petrosys[®] software for work not otherwise prohibited by this Agreement.

If, at any time, the Petrosys[®] software is to be used for a different purpose to that originally identified by you, then you must notify us in writing prior to using the Petrosys[®] software for the new purpose.

You must explicitly acknowledge Petrosys in any report or other publication where the Petrosys[®] software has assisted an Authorised User in their research or study. You must provide Petrosys with all reasonably available practical and publishable examples of how the Petrosys[®] software is being used by Authorised Users.

We are not responsible for the supply of any personal computer, network infrastructure, operating system or application software or any other items which may be required by you to use the Petrosys[®] software. You must ensure that you have or obtain these items at your expense.

To the extent that the Software incorporates third party software, libraries or other material (“**third party IP**”), each third party remains the owner of all intellectual property rights in its third party IP and any enhancements, adaptations or translations of same.

You are not permitted to sublicense or assign the Licence without the express, written consent of Petrosys, or to permit anyone other than Authorised Users to access and use the Petrosys[®] software.

Under the Licence you acquire no rights to use or access the source code associated with the Petrosys® software. You may make additional copies of the Petrosys® software solely for the purpose of back-up.

You must not remove any copyright or protection statements embedded in the Petrosys® software. You agree not to (a) reverse assemble, reverse compile or decode the Petrosys® software or to ascertain the source code by any means; or (b) use the Petrosys® software in or for any other corporate or legal entity.

You agree (a) the Petrosys® software is a valuable asset of ours which is supplied to you on a restricted and confidential basis; (b) the Petrosys® software will be kept secret and confidential by you at all times and you will not engage or permit third parties to use or modify the Petrosys® software; (c) all copyright in the Petrosys® software and any other software we supply (including files, libraries and documentation) is retained by us and title to the copy of the Petrosys® software which is delivered to you and to any copies, reproductions, adaptations, enhancements or translations made of the Petrosys® software is also retained by us and to the extent necessary you hereby assign intellectual property rights in same to us; (d) to reproduce and include the copyright and trademark notice specified in Schedule D and any other legend specified by us from time to time on any copies of the Petrosys® software you make; (e) at all times to take reasonable steps to protect the Petrosys® software from unauthorised access and use; (f) to give us notice of any infringement of copyright or any of our rights which comes to your attention; and (g) before disposing of any media, to ensure any of the Petrosys® software contained on it has been erased or destroyed.

You acknowledge that the Petrosys® software is not intended for use in the navigation or control of any aircraft, or for use in electricity generating plants, petrotechnical or nuclear installations, or for use in process control equipment or robotics control systems.

This Licence will terminate immediately without further notice to you if you fail to remedy any breach of this Agreement within 14 days after receipt of written notice requiring the breach to be remedied. Due to the non-commercial nature of this Educational Grant, we reserve the option to terminate this Licence without cause at any time in our sole discretion by providing you 30 days notice of such termination. On termination of this Licence you must delete all copies of the Petrosys® software and provide us with a certification that you have done so.

The termination of this Licence will be without prejudice to any rights which we may have. Upon termination of this Licence by us for whatever cause, we are discharged and released from all obligations under this Licence. The other provisions specified in this Agreement will survive the termination of the Licence and you must continue to comply with your obligations notwithstanding the termination.

4 Your Responsibilities

You will promptly provide access to relevant computer systems, facilities and personnel and provide any information or other assistance which we may reasonably require. At your expense, you must obtain all necessary hardware, software and anything else required to enable you to access and use the Petrosys® software.

If we request that you make a decision regarding any issue, you will promptly consider that request and advise us of your decision without delay.

5 Oracle Licences

We accept no responsibility for the provision or installation of Oracle licences. Some modules of the Petrosys® software (including the MultiConnectivity module) require the use of an Oracle licence. If applicable (and without limiting clauses 3 and 4 above) you are responsible for the purchase and installation of any Oracle licences which are required to access and use the Petrosys® software at your own expense.

6 Maintenance & Support of Petrosys® software

During the course of this Educational Grant and provided that we have not exercised our option (specified below) to cease providing maintenance and support Services to you, you will be entitled to (a) receive any enhancements to the Petrosys® software which we elect to make generally available without additional charge; (b) submit support requests using communication methods nominated

by us from time to time; (c) receive any patches to the Petrosys® software that we may generally make available for the purposes of correcting defects; and (d) receive defect support as specified below.

Due to the non-commercial nature of this Educational Grant, we reserve the option to cease provision of maintenance and support Services to you at any time in our sole discretion.

In order to receive maintenance and support Services, you must do all things reasonably required by us to enable us to provide these Services.

We may arrange for a contractor to provide maintenance and support Services.

The installation of any new release of the Petrosys® software does not form part of these maintenance and support Services. It is your responsibility to test a new release of the Petrosys® software before making productive use of it to ensure it operates correctly in your environment and for your required purposes.

A "defect" is where the Petrosys® software is not working as specified in our user documentation. To gain defect support you agree to provide us with particulars of the defect in a format specified by us and to provide us with any required assistance in the diagnosis of the defect. Provided we can reproduce the reported defect in an operating environment we consider suitable, we will issue at our discretion one or more of the following remedies: (i) a defect correction; (ii) a by-pass which temporarily or permanently provides an alternative similar function; or (iii) a restriction which temporarily or permanently revokes the use of a function.

Without limitation, defect support does not cover altered Petrosys® software, improper use of the Petrosys® software, failure to comply with any of our recommendations or requirements including any requests for assistance, use of the Petrosys® software with equipment or third parties' programs or services other than those approved by us, or supplying information available through training or in the user documentation. Without limiting the foregoing, we reserve the right not to provide defect support where you have not made reasonable attempts to deploy updated versions of the Petrosys® software offered by us in connection with the maintenance and support Services.

If we provide services at your request and we reasonably conclude that those services are not covered by this Educational Grant, then you must pay for those services on a time and material basis at our then applicable rates. If we incur extraordinary or excessive expenses as a result of providing the maintenance and support Services to you (including, by way of illustration and not limitation, excessive telephone support costs incurred as a result of delays or other causes directly attributable to you) then you agree to meet these expenses on a time and materials basis at our then applicable rates.

We reserve the right not to provide the maintenance and support Services to any Authorised User who has not received reasonable training in the use of the Petrosys® software.

7 Additional Services

We are only liable to provide the Services specified in this Agreement or which we have otherwise agreed to provide in writing. Unless otherwise agreed by us in writing, additional Services will be provided on a time and materials basis at our then applicable rates. We will provide you with an invoice for any additional Services at the time of performance of those Services. Unless otherwise agreed between you and us, you must pay us any invoiced amount within 30 days after your receipt of the invoice.

8 Limited Warranty and Disclaimer

We warrant that we have the right and authority to grant a Licence to use the Petrosys® software.

We will indemnify you and keep you indemnified against any claims by a third party that your use of the Petrosys® software in compliance with

the terms of this Licence infringes any third party rights. If you wish to rely on this indemnity, you must (a) give us written notice and particulars of any claim as soon as possible; (b) permit us to handle all negotiations for settlement and to control and direct any litigation; and (c) promptly provide any reasonably requested assistance. You will allow us (at our expense) to obtain a right for you to continue to use the relevant Petrosys® software or to replace or modify the relevant Petrosys® software so that the alleged infringement ceases.

Some laws imply conditions and warranties into certain contracts and do not allow those contracts to exclude, modify or restrict those implied terms ("non-excludable terms"). These conditions are limited so that they do not exclude, restrict or modify those non-excludable terms. To the extent permitted by law, our liability for breach of any non-excludable terms is limited, in our discretion, to re-supplying the Petrosys® software or Services or paying the cost of re-supply.

SUBJECT TO THE ABOVE WARRANTIES AND THE ABOVE PROVISIO REGARDING NON-EXCLUDABLE TERMS THE PETROSYS® SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE NEITHER MAKE NOR APPROVE THE MAKING OF ANY WARRANTY OR REPRESENTATION THAT THE PETROSYS® SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. YOU ARE RESPONSIBLE FOR ENSURING THAT THE PETROSYS® SOFTWARE AND SERVICES WILL SATISFY YOUR REQUIREMENTS.

If circumstances arise where you are entitled to claim damages from us or any other party involved in the development, supply or installation of the Petrosys® software or the support and maintenance of the Petrosys® software or the provision of any other Services (a "relevant party"), then notwithstanding the other provisions of this Agreement, our liability (and the liability of any other relevant party) to you for the aggregate of all such claims (regardless of the basis on which you are entitled to claim including, without limitation, negligence) is limited to the lesser of (a) the amount of any actual direct loss or damage which you sustain; (b) the amounts paid by you to us in the 12 months preceding the date on which you communicate your claim to us; and (c) our cost of replacing or repairing any defective item or re-performing any defective Service. This limitation will not apply to our liability to you for death, personal injury, damage to tangible property, breach of our confidentiality obligations or third party intellectual property infringement claims.

We are not liable for losses or damages of third parties claimed against you whether caused by our negligence or otherwise. In no event will we be liable for actual or anticipated lost profits, business interruption, lost savings, lost or damaged data or any punitive, exemplary, incidental or consequential damages even if we have been advised of the possibility of such damages.

9 Dispute Resolution

If any dispute arises between you and us in connection with the provisions of this Agreement, then before resorting to litigation, you and we will:

- a) endeavour to resolve the dispute by negotiation and will escalate the dispute to suitably senior representatives for further negotiation if operational representatives are unable to resolve the dispute; and
- b) if negotiation and escalation fails to resolve the matter, consider and discuss in good faith the reference of the dispute to an alternative dispute resolution mechanism including (without limitation) mediation.

Nothing in this clause prevents us from taking urgent injunctive proceedings where we consider this to be necessary to safeguard our interests.

10 Additional Terms

Each party will keep the confidential information disclosed to it by the other party confidential and will not disclose or use that information except (a) to the extent necessary to give effect to this Agreement; or (b) with the consent of the disclosing party. You hereby consent to our disclosure of your name, your use of the Petrosys® software and the existence of this Educational Grant in connection with our marketing activities without seeking any further approval from you, provided that any representation we make in connection with our marketing activities must not contain language that implies an endorsement by you of Petrosys, the Petrosys® software or related Services. Neither party is responsible for failure to fulfil any obligation due to causes beyond their control. You must not assign or transfer the Licence or any other rights or obligations arising under this Agreement without our prior written consent (which may be granted, refused or granted subject to conditions in our absolute discretion). For the purposes of this clause, if you undergo a change in effective control, this will be deemed to be an assignment. If any provision of this Agreement is found to be invalid, unenforceable or illegal, then that provision will be deemed to be deleted to the extent necessary to remove the invalid, unenforceable or illegal portion and the balance of this Agreement will remain binding. You agree that this is the complete and exclusive statement of the agreement between you and us and that it supersedes all proposals, representations or prior agreements, oral or written, and all other communications between all parties relating to the subject matter of this Agreement. This Agreement is made in accordance with, and is subject to, the laws of the State of South Australia in Australia without regard to the rules relating to conflict of laws. You irrevocably agree to submit all disputes arising in connection with this Agreement to the jurisdiction of the courts of South Australia. You agree that the Petrosys® software may only be used at the locations or within the areas identified in Schedule C and (without limiting any other provision of this Agreement) you are not authorised to export, transfer or otherwise dispose of any of the Petrosys® software or any deliverables we provide to you to any country outside of the locations and areas identified in Schedule C.

If you fail to execute and return this Agreement but continue to use the Petrosys® software then you will be taken to have accepted the terms of this Agreement. If you do not accept the terms of this Agreement then please cease using the Petrosys® software and contact us immediately. By signing and returning this Agreement, you agree to be bound by the provisions of this Agreement and you acknowledge that any terms and conditions included in any purchase order or other document you may subsequently provide will have no effect. Any amendment to the terms of this agreement must be in writing and signed by both parties. We would be happy to discuss this Agreement with you. Any queries in relation to this Agreement can be directed to contracts@petrosys.com.au or to your Petrosys Account Representative.

Executed as an agreement on the date last below written

Signed for and on behalf of	_____	
	Name of Licensee [Print name of Institution]	
By	_____	_____
	Authorised Signatory [Print name of Authorised Signatory]	Signature
On	_____	
	Date	
Signed for and on behalf of	Petrosys Pty Ltd (ACN 008 050 342)	
By	Jonathan Drake	_____
	Authorised Signatory - Print Name	Signature
On	_____	
	Date	

SCHEDULE A – LICENCE DETAILS (This section will be completed by Petrosys)	
Agreement Number	_____
Licence Commencement Date	_____
Additional Licence limitations	_____

SCHEDULE B – DESCRIPTION OF LICENSEE [Please insert details below]	
Licensee Name	_____
Licensee Address	_____ _____ _____
Primary Contact	_____

SCHEDULE C – DESIGNATED COMPUTER AND NETWORK	
Designated CPU Type	Computer system running a RedHat Linux or Microsoft Windows operating system.
Authorised Site of CPU	As 'Licensee Address' above.
Extent of network	Anywhere within 1.0km of 'Licensee Address' above.

SCHEDULE D – COPYRIGHT / TRADEMARK NOTICE	
"Petrosys" and "dbMap" are registered trademarks of Petrosys Pty Ltd.	
Petrosys, dbMap and related software remain the property of Petrosys Pty Ltd and are protected by Australian and United States copyright law and international conventions. Reproduction or publication in any form is prohibited.	

Sample Covering Letter

[Please note: This Letter must appear on the Institution's Letterhead and signed by the Authorised Department Head]

[Date]

Petrosys Pty Ltd
Level 4 North
191 Pulteney Street
Adelaide SA 5000
AUSTRALIA

Re: Petrosys Educational Grant Program

I write on behalf of [Name of Institution] to apply for a grant of Petrosys® software, via the Petrosys Educational Grant Program.

Details of the department requiring the Petrosys® software and the software's intended use are contained in the enclosed Grant Application Form.

I also enclose two (2) copies of the Petrosys Software Grant Agreement, executed by a person authorised by our Institution to execute agreements of this nature.

I can be contact via email at [Insert email address] or via telephone at [Insert Phone Number including Area Code] to discuss any matters related to this application.

Kind Regards

[Department Head Name]

[Department]