

# U.K. Onshore Geophysical Library

93/99 Upper Richmond Road, Putney, London, SW15 2TG  
Tel: 020 8780 2634 Fax: 020 8780 0931 E-mail: [contact@ukogl.org.uk](mailto:contact@ukogl.org.uk)  
Web: [www.ukogl.org.uk](http://www.ukogl.org.uk)

## SUB-LICENCE FOR SEISMIC DATA

Main Licensee:	Example Oil & Gas Ltd
UKOGL Request:	123
Issue Date:	25 <sup>th</sup> June 2009

© 2002 Crown Copyright

Reproduced by permission of the Controller of Her Majesty's Stationery Office and the Secretary of State of the Department of Energy and Climate Change

© 2002 the UK Onshore Geophysical Library

**PRIOR TO THE DISPATCH OF THE DATA, PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS UNDER WHICH THE DATA WILL BE SUPPLIED.**

UPON RECEIPT OF A SIGNED COPY OF THIS AGREEMENT THE LIBRARY WILL DISPATCH THE DATA REQUESTED WITHIN 5 WORKING DAYS UNLESS THE LICENSEE IS INFORMED OTHERWISE. NOTIFICATION OF DISPATCH WILL BE PROVIDED TO THE LICENSEE BY EMAIL OR FAX. THE LICENSEE WILL BE REQUIRED TO CONFIRM TO THE LIBRARY RECEIPT OF THE DATA EITHER BY RETURN TRANSMITTAL, EMAIL OR FAX. UNLESS THE LIBRARY RECEIVES NOTICE TO THE CONTRARY WITHIN 10 WORKING DAYS OF DISPATCH OF THE DATA, IT WILL BE ASSUMED THAT THE LICENSEE HAS RECEIVED THE DATA.

ANY LICENCE AND THE RIGHT TO USE THESE DATA WILL AUTOMATICALLY TERMINATE IF THE LICENSEE FAILS TO COMPLY WITH ANY PROVISION OF THESE TERMS AND CONDITIONS. INFRINGEMENT OF COPYRIGHT IS A CRIMINAL OFFENCE AND ACTION MAY BE TAKEN IN THE EVENT OF ANY SUCH INFRINGEMENT.

**PLEASE SIGN AND RETURN ONE COPY OF THIS SUB-LICENCE**

# U.K. Onshore Geophysical Library

93/99 Upper Richmond Road, Putney, London, SW15 2TG  
Tel: 020 8780 2634 Fax: 020 8780 0931 E-mail: [contact@ukogl.org.uk](mailto:contact@ukogl.org.uk)  
Web: [www.ukogl.org.uk](http://www.ukogl.org.uk)

## SUB-LICENCE FOR SEISMIC DATA

### **TERMS AND CONDITIONS**

Seismic data acquired pursuant to operations conducted subject to the Petroleum (Production) Act 1934 and landward area regulations made in exercise of powers conferred thereby are Crown Copyright material. The UK Onshore Geophysical Library ("the Library"), pursuant to worldwide exclusive rights granted by The Controller of Her Majesty's Stationery Office ("the Controller") hereby grants

Example Oil & Gas Ltd

("The licensee")

a non-exclusive Licence to use the seismic data listed in the Schedule hereto ("the Data") on the following terms and conditions:

#### **1.0 Ownership and Licence**

- 1.1 Title, copyright and all other proprietary rights in the Data remain the property of the Crown.
- 1.2 This Licence may not be transferred or assigned without the prior written consent of the Library.
- 1.3 The Licensee is not permitted to trade this Data or to use the Data to provide a service of any kind to a third party.
- 1.4 If the Licensee permits access to the Data by any person not directly employed by the Licensee, the Licensee shall be liable to the Controller and to the Library for any failure by such person to comply with these terms and conditions as they apply to the Licensee. The Licensee may permit access to the Data to its professional consultants and its affiliated companies, provided that the Licensee obtains from such entities an undertaking of confidentiality in respect thereof.
- 1.5 The Licensee may not copy, distribute or adapt the Data for other than its own internal and exclusive use unless the prior written consent of the Library has been obtained.
- 1.6 If the Licensee is, or at any time hereafter becomes, the operator or a member of a bona fide oil or gas bidding group, exploration group or exploitation group ("a Joint Venture Group") the Licensee may share the use of the Data with another member of such Joint Venture Group ("a Group Member") providing:-
  - (a) the Library in its absolute discretion is satisfied that the Licensee and Group Member are members of a Joint Venture Group; and

# U.K. Onshore Geophysical Library

93/99 Upper Richmond Road, Putney, London, SW15 2TG  
Tel: 020 8780 2634 Fax: 020 8780 0931 E-mail: [contact@ukogl.org.uk](mailto:contact@ukogl.org.uk)  
Web: [www.ukogl.org.uk](http://www.ukogl.org.uk)

## SUB-LICENCE FOR SEISMIC DATA

- (b) the Group Member has paid an escalation fee as provided in the published price list; and
- (c) the Group Member agrees to be bound by these terms and conditions to the same extent as the Licensee.

1.7 If the Licensee is an academic institution in a Member State of the European Communities or a member of staff or a student of such academic institution and as such has been granted this Licence without payment of a Licence fee, the Data may not be used for commercial gain or to create a competitive product or compilation. In the event of any contravention of this condition 1.7 in addition to any other rights resulting from such contravention a full Licence fee in accordance with the current published price list shall be payable by the Licensee to the Library forthwith and without demand.

### **2.0 Limitation of Liability**

- 2.1 Neither the Crown nor the Library will be liable in contract or in tort for any loss, damage, expense or injury of any nature, whether or not such matter amounts to a fundamental breach of a fundamental contractual term, suffered by the Licensee or any other party as a result of the use of or reliance on any of the Data or of any errors or omissions in the Data or of any faults in the media on which the Data are recorded.
- 2.2 The Library disclaims all warranties express or implied, excluding but not limited to warranties of merchantability, quality or fitness for any purpose and non-infringement of third party rights in respect of the Data.
- 2.3 If any of the above provisions or portions thereof are invalid or unlawful under any applicable law, they are to that extent only deemed omitted.

### **3.0 Termination**

- 3.1 Without prejudice to any other rights or remedies of the Library, the Library may terminate this Licence forthwith by written notice to the Licensee if:
  - (a) the Licensee commits a breach of this Licence and fails to remedy such breach within 30 days of a written notice from the Library specifying the breach, or
  - (b) the Licensee goes into liquidation (except for amalgamation or reconstruction).

For the purpose of this sub-clause notice shall be deemed to have been served on the Licensee 48 hours after posting by first class post to the last address of the Licensee known to the Library.

# U.K. Onshore Geophysical Library

93/99 Upper Richmond Road, Putney, London, SW15 2TG  
Tel: 020 8780 2634 Fax: 020 8780 0931 E-mail: [contact@ukogl.org.uk](mailto:contact@ukogl.org.uk)  
Web: [www.ukogl.org.uk](http://www.ukogl.org.uk)

## SUB-LICENCE FOR SEISMIC DATA

- 3.2 Termination shall not discharge the Licensee from payment of any sums accrued due to the Library (whether or not invoiced) up to the date of termination, or entitle the Licensee to repayment of any such sum paid to the Library.
- 3.3 On termination of this Licence the Licensee shall cease to have any rights or Licence in respect of the Data or any adaptation thereof and shall cease to use the same and shall erase the Data or any adaptation thereof from any storage apparatus and shall return to the Library without demand the Data and all existing copies thereof made by the Licensee and shall warrant in writing to the Library that all data, plots, displays, results, analyses, variations and modifications derived from the Data are destroyed.
- 4.0 Applicable Law**
- 4.1 The Licence and the terms and conditions thereof shall be governed and construed in accordance with English Law.

# U.K. Onshore Geophysical Library

93/99 Upper Richmond Road, Putney, London, SW15 2TG  
Tel: 020 8780 2634 Fax: 020 8780 0931 E-mail: [contact@ukogl.org.uk](mailto:contact@ukogl.org.uk)  
Web: [www.ukogl.org.uk](http://www.ukogl.org.uk)

## SUB-LICENCE FOR SEISMIC DATA

### THE SCHEDULE

Main Licensee: Example Oil & Gas Ltd  
Group Member 1: -  
Group Member 2: -

<u>Line Name</u>	<u>Request</u>	<u>Full / Part</u>	<u>First CDP/SP</u>	<u>Last CDP/SP</u>	<u>PEDL, Area or National Grid</u>
Seismic Line 1	123	Full	-	-	PEDL999
Seismic Line 2	123	Full	-	-	PEDL999

I accept the terms and conditions as set out in this licence agreement and under which this data will be supplied. I am aware of the costs associated with the supply of this data having been provided with a quote under separate cover and having accepted the quote on behalf the licensee. I will confirm to the Library receipt of the data either by return transmittal, email or fax.

Name (Print) .....	Signature .....
Title (Print) .....	Date .....