



Kingdom

Dear Professor,

Thanks for your interest in IHS Educational Grant Program, please read the application instructions and complete this application packet. Please print two (2) copies of the Kingdom Software Educational User License Agreement. You will need both copies endorsed by an official institution representative who has authorization to engage your institution into contractual obligations. Please have your authorized representative sign **both copies** of the license agreement and return them along with your application to IHS to the attention of EDU Program. We will return one executed copy for your records along with a letter documenting the value of the grant to your university.

There is no charge to your university for the software or maintenance and this agreement, once executed, will run for a 3 year period. If after 3 years of use you wish to renew your agreement, you will need to resubmit a new application.

By agreeing to this educational grant under IHS's EDU program, we request the following concession in lieu of payment for this licenses:

1. That your institution announce this grant, and it's value, through its Public Affairs Office in publications used to place Press Releases, Announcements, and similar information.
2. That you provide a link from your department web site to our site at [www.seismicmicro.com](http://www.seismicmicro.com) to permit your students, staff and other interested parties to better understand our suite of products and take advantage of our educational materials (webinars, seminars, user groups, training courses, etc)
3. That you reference IHS and the Kingdom Software in any technical papers that are written utilizing the software, and that you make these technical papers, if publicly available, available to IHS for potential publication.
4. Allow Licensor the option to use Licensee's classroom or relative facility to teach courses on the operation of TKS for no more than 5 days per year. Dates for Licensor's courses would be based on availability of Licensee's classroom and would be mutually acceptable.

If you have any questions or concerns regarding this agreement, please direct your inquiries to Christal Carrillo at [education@seismicmicro.com](mailto:education@seismicmicro.com).

Sincerely,

Christal Carrillo

Account Administrator

## Application Instructions

In order to qualify for a grant of IHS's Kingdom software you will need to provide IHS the following information:

- 1) Completed University Grant Program Application Request Form  
Instructions for accurately completing the *Program Information and Product Request Information* section are provided here.

**License Type:** Select whether the software will be used for a class or for research projects

**Product:** You have 3 options to select from:

<b>TKS Basic:</b>	2d/3dPAK Interpretation solution
<b>TKS PowerPAK:</b>	TKS Basic plus EarthPAK & VuPAK
<b>TKS Complete:</b>	TKS PowerPAK plus AVOPAK, ModPAK, & SynPAK

**License:** Select whether you are requesting a "Standalone" workstation edition or a "Network" edition that will be used by workstations connected across a Network.

**Number of Workstations:** Enter in the number of workstations that will be utilizing the software.

- 2) A letter of intent and usage on University stationery signed by the head of your department or an authorized university official (sample copy attached)
- 3) A signed copy of the Kingdom Software Educational User License Agreement, signed by an official of the university who is authorized to enter into contractual agreements on behalf of your university. Please note that on the first page, first paragraph of this agreement you need to enter your University Name and address in the appropriate fields. Under CONDITIONS in item a) you again need to provide your University Name in the appropriate field.
- 4) Once you have completed all the application documentation you can submit this information to IHS via:
  - a. **Mail:**  
IHS University Grant Program  
8584 Katy Freeway, Suite 400  
Houston, Texas, USA 77024
  - b. **E-mail:** Submit electronically a signed scanned copy of your application to:  
[education@seismicmicro.com](mailto:education@seismicmicro.com)
  - a. **Fax:** 713-935-7833, Attn – IHS University Grant Program



**Sample Letter of Intent and Usage (this must be on University letterhead, signed by the head of your department)**

Current Date

To: IHS University Grant Program,

This letter is to confirm that the (enter University name) is requesting an educational user license of the Kingdom software for the following usage. (Please enter a detailed description of how and where the software will be used and by whom)

The web link to our department is (enter URL link to your department's web page). The web link to our department faculty is (enter URL link to your department's faculty web page).

Approved,

Department Head Name

Department

**Kingdom Software Educational User License Agreement**

Kingdom, all associated Software Packages, and their respective User Guides are copyrighted by IHS. ("Licensor") of 8584 Katy Freeway, Suite 400, Houston, Texas 77024. They are intended solely and exclusively for educational and research purposes by:

University Name: \_\_\_\_\_

Located at (Address): \_\_\_\_\_

\_\_\_\_\_

This product may be transcribed on multiple computers, whose models are authorized by "Licensor," subject to the conditions and entitlements specified herein.

**ENTITLEMENTS:**

**Licensee may:**

- a. Electronically transcribe program DVD and/or diskettes, as described in the User Guides, to the hard disks of authorized computers.
- b. Electronically transcribe DVD and/or program diskettes to other diskettes for archival storage.
- c. Electronically operate Kingdom and all associated Software Packages on the computer(s) onto which this package has been transcribed, so long as this package is operated for educational and research purposes within the licensee's institutional classroom, computer lab, or research lab.

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- f. use Kingdom or any associated Software Packages as a model to develop similar Software Packages.

**Kingdom Software Educational User License Agreement**

**CONDITIONS**

Licensee will:

- a) monitor and preserve all program DVD(s) and/or diskettes supplied to:  
(University Name) \_\_\_\_\_  
after initial installation.
- b) safeguard SENTINEL devices. The cost for replacement of a lost sentinel is \$500.00.
- c) prohibit any and all attempts to operate Kingdom or any associated Software Packages for private venture or private gain by any institutional employee, representative, student, or affiliate.
- d) announce this grant, and it's then current market value (provided by Licensor), through its Public Affairs Office in publications used to place Press Releases, Announcements, and similar information.
- e) provide a link from your department web site to our site at [www.seismicmicro.com](http://www.seismicmicro.com) to permit your students, staff and other interested parties to better understand our suite of products and take advantage of our educational materials (webinars, seminars, user groups, training courses, etc)
- f) reference IHS and the Kingdom Software in any technical papers that are written utilizing the software, and that you make these technical papers, if publicly available, available to IHS for potential publication.
- g) allow Licensor the option to use Licensee's classroom or relative facility to teach courses on the operation of TKS for no more than 5 days per year. Dates for Licensor's courses would be based on availability of Licensee's classroom and would be mutually acceptable.

**TERM**

The license is effective upon the date of acceptance by Licensee and Licensor and continues in force for three (3) years from the date of signature by Licensee accepting the terms of this agreement. This license may be renewed prior to the expiration date if agreed upon in writing by both Licensee and Licensor. Licensee may terminate this Agreement at any time by giving thirty (30) days' written notice to Licensor. Licensor may terminate this Agreement if Licensee fails to comply with any term or condition of this Agreement. Licensee may not transfer or assign possession of any copy of Kingdom and/or any associated Software Packages or its User Guide, or SENTINEL device without prior written approval by Licensor. Upon termination of this agreement for any reason by either Licensee or Licensor, Licensee agrees to destroy any electronically transcribed materials and return the software package, its User Guides, and SENTINEL device to Licensor within thirty (30) days of termination.

**LIMITED WARRANTY**

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Licensor warrants the DVD and/or diskettes on which this software package is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of receipt.

**YOUR SIGNATURE ACKNOWLEDGES THAT THIS AGREEMENT HAS BEEN READ, IS UNDERSTOOD, AND YOU WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE LICENSOR AND LICENSEE, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**

Agreed and Accepted:

**IHS**

*X*

Signature

Print Name: Bill Stephenson

Title: Vice-President – Sales, Americas

Date: \_\_\_\_\_

Agreed and Accepted:

University: \_\_\_\_\_

*X*

Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_