

WellDatabase

Terms and Conditions

Version 2026.10 (Enterprise) — ctrlDev, LLC d/b/a WellDatabase

These Terms and Conditions govern the provision of the WellDatabase services. They are universal and identical for every enterprise customer. All commercial terms specific to a particular customer — the customer's identity, the Effective Date, the services and quantities purchased, the price, the billing frequency, the length of the term and the renewal period — are stated in the accompanying Order and are not repeated here. These Terms and Conditions, the Data Processing Agreement referenced in Section 11 where applicable, and the Order together form a single agreement (the “Agreement”).

What the Order supplies

Term stated in the Order	Where it is used in these Terms and Conditions
Customer legal name, entity type and address	Preamble; “Customer” throughout
Effective Date	Preamble; Section 3 (Term, Renewal and Price)
Services, data, tools, access and quantities purchased	Section 2 (Services)
Number of authorized Users / seats	Section 2 (Services)
Price and amount payable per billing period	Section 3 (Term, Renewal and Price)
Billing frequency	Sections 3 and 4
Length of the Initial Term	Section 3 (Term, Renewal and Price)
Renewal period	Section 3 (Automatic Renewal)
API rate limits and volume limits	Section 2 (Services)
External Professional Use rights, if granted	Sections 1, 9.2 and 9.3(b)
AI or machine learning training rights, if granted	Section 9.3(d)
Whether the Service Level Agreement applies, and the escalation channel	Section 14 (Service Level Agreement)
Insurance coverage limits, if specified	Section 17 (Insurance)
Any agreed variation to these Terms and Conditions	Section 17 (Priority of Documents)

Note. WellDatabase issues commercial terms either as a Quote or as a Service Description Document, depending on the transaction. Both serve the same function under this Agreement, and references throughout these Terms and Conditions to the “Order” mean whichever of the two WellDatabase has issued and Customer has signed or accepted, including any renewal of or amendment to it.

Agreement

This Agreement is entered into as of the Effective Date stated in the Order, by and between ctrlDev, LLC d/b/a WellDatabase, a Texas limited liability company with its principal place of business at 4 Waterway Square Place, Suite 477, The Woodlands, TX 77380, United States ("WellDatabase"), and the customer identified in the Order ("Customer"). WellDatabase and Customer are each a "party" and together the "parties."

By signing or otherwise accepting the Order, Customer agrees to these Terms and Conditions, which are incorporated into the Order by reference and form an operative part of the Agreement.

1. Definitions

"Order" means the document or record that records the commercial terms of Customer's purchase, including Customer's legal identity, the Effective Date, the Services purchased, quantities and authorized User counts, price, billing frequency, the length of the Initial Term and the renewal period. It includes any renewal of or amendment to that document, and forms an operative part of this Agreement. The Order is the WellDatabase quote or the WellDatabase service description document, whichever WellDatabase has issued and Customer has signed or accepted.

"Effective Date" means the date stated as such in the Order or, if no date is stated, the date on which the last party signs or accepts the Order.

"Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where "control" means ownership of more than fifty percent (50%) of the voting interests of the entity.

"Representatives" means a party's officers, directors, employees, contractors, agents and professional advisors.

"Content" means the bulk data, including well and lease production, well completion, well permits, well drilling, well records, and associated oil and gas data, as specified in the Order. Content includes all such data made available through the Services in whatever form or medium, together with the selection, coordination, arrangement, compilation, normalization and enhancement of that data by WellDatabase, and all copies, exports, extracts, downloads and reproductions of it.

"Services" means the services provided by WellDatabase, including access to the WellDatabase platform, data exports, updates, API access and related tools, and any WellDatabase-provided application, add-in, plug-in, integration or agent-facing interface, including any Model Context Protocol or similar server, through which the Services or Content are made available, as described in the Order.

"Business Day" means a day other than a Saturday, Sunday or public holiday in the State of Texas.

"Documentation" means the then-current user and technical documentation for the Services that WellDatabase makes generally available to its customers, including any published API reference, rate limits and data refresh schedules.

"Data Processing Agreement" means the WellDatabase data processing agreement described in Section 11, which applies where WellDatabase processes Personal Data on Customer's behalf and forms part of this Agreement.

"WellDatabase" means ctrlDev, LLC d/b/a WellDatabase, a Texas limited liability company.

"Customer" means the company or legal entity identified as the customer in the Order. Customer's Affiliates are not parties to this Agreement and acquire no independent rights under it except as expressly provided in this Agreement.

"User" means any individual authorized by Customer to access and use the Services under Customer's Account, including its employees, contractors or agents. Customer is responsible for all access to and use of the Services

through its Account or credentials, whether or not authorized by Customer, except to the extent such access results from a compromise of WellDatabase's systems.

"API" means the Application Programming Interface provided by WellDatabase that allows Customer to access and interact with WellDatabase's data.

"Account" means Customer's tenancy in the Services, including the registration and login credentials created by Customer or its Users to access it.

"Initial Term" means the first period of service, of the length stated in the Order, beginning on the Effective Date.

"Renewal Term" means each successive period of the length stated as the renewal period in the Order, following the Initial Term.

"Term" means the Initial Term together with all Renewal Terms.

"Intellectual Property" means any and all rights, including copyrights, database rights, trademarks, patents, trade secrets or other proprietary rights, held by WellDatabase in the Content, the Services and any associated tools and Documentation.

"Acquired Data" means Content that Customer or its Users have exported, downloaded, printed or otherwise obtained and retained through the Services, in tangible or electronic form, and all copies of it in Customer's possession or control. Content that Customer or its Users have only viewed or displayed through the Services, without retaining it, is not Acquired Data.

"Derived Works" means analyses, maps, reports, presentations, forecasts and other analytical work product created by Customer or its Users from or with the assistance of Acquired Data. Derived Works exclude (a) any material that consists of, or that discloses, a substantial portion of the Content in substantially its original form, and (b) any machine learning or artificial intelligence model, embedding, vector representation or synthetic dataset, which are governed by Section 9.3(d).

"Personal Data" means information relating to an identified or identifiable natural person that is subject to applicable data protection law.

"External Professional Use" means use of Acquired Data by Customer in performing professional services for Customer's own clients, where expressly granted in the Order and subject to any scope or restrictions stated there, provided that the Content is not delivered to a client in bulk or in substantially its original form and the client acquires no right to retain or reuse it other than as part of Customer's work product.

"Force Majeure Event" means an event beyond the reasonable control of the affected party, including act of God, flood, fire, earthquake, severe weather, epidemic or pandemic, war, terrorism, civil unrest, embargo, act of government, national or regional power or telecommunications failure, and failure or unavailability of a third-party internet, telecommunications or cloud hosting provider, provided that the event is not caused by the affected party's act or omission and the affected party uses commercially reasonable efforts to mitigate and resume performance. A party may not claim a Force Majeure Event in respect of the failure or unavailability of a subcontractor, supplier or infrastructure provider it has engaged to perform its own obligations, unless that failure was itself caused by an event that would be a Force Majeure Event for that subcontractor, supplier or provider. A Force Majeure Event does not excuse Customer's obligation to pay fees for Services actually provided.

"Material Change" means any change that materially and adversely affects the functionality, access or use of the Services taken as a whole.

"Competitor" means any entity that offers, or has publicly announced its intention to offer, a commercially available product or service to third parties that aggregates, licenses, resells or provides access to oil and gas well, production, permit, completion or lease data, or that provides substantially similar mapping, visualization or analytics of such data. An entity is not a Competitor solely because it develops or uses tools of that kind for its own internal purposes and does not make them available to third parties.

2. Services

WellDatabase will provide to Customer the services, data, tools and access set out in the Order. The Order specifies the Services purchased, quantities, authorized User counts, API and database access, and any additional services agreed.

Customer may add Users, increase quantities or purchase additional services by executing a new or amended Order. Additional purchases are governed by these Terms and Conditions unless the applicable Order expressly provides otherwise.

Users and Credentials. Access to the Services is licensed on a per-named-User basis unless the Order states otherwise. Login credentials are personal to the User to whom they are issued and may not be shared with, transferred to, or used concurrently by any other person. Customer will keep credentials confidential, will promptly deactivate credentials of Users who no longer require access, and will notify WellDatabase promptly of any known or suspected unauthorized use of its Account.

Verification of User Count. No more than once in any twelve (12) month period, and on at least thirty (30) days' written notice, WellDatabase may request that an officer of Customer certify in writing the number of Users with active credentials. For the purposes of this paragraph, WellDatabase will not conduct on-site or systems audits; this does not limit WellDatabase's rights or remedies in respect of a breach of Section 9.3, including the certification and verification rights in Section 9.3. If the certification or WellDatabase's access logs show that Customer has exceeded its licensed User count by more than five percent (5%), Customer will purchase the Users in excess of its licensed count at the rates then in effect under its Order, prorated for the remainder of the then-current term. This is WellDatabase's sole remedy for an inadvertent seat overage.

API and Usage Limits. Customer's use of the API is subject to the rate limits and volume limits stated in the Order or the Documentation. WellDatabase may throttle requests that exceed those limits or that materially degrade the Services for other customers, and will notify Customer promptly where it does so. If Customer's usage exceeds the purchased limits on a sustained basis, the parties will discuss in good faith an appropriate upgrade; WellDatabase will not charge overage fees that are not stated in the Order.

Beta and Evaluation Features. WellDatabase may make features designated as beta, preview or evaluation available to Customer. Those features are provided as-is, are excluded from Section 6.1 (WellDatabase warranties), Section 6.3 (Data Refresh), Section 14 (Service Level Agreement) and Section 16.1 (WellDatabase indemnity), and may be modified or withdrawn at any time. Sections 6.2 (Data Sources and Accuracy) and 6.4 (Disclaimer) apply to them in full. Customer's use of them is voluntary.

3. Term, Renewal and Price

This Agreement begins on the Effective Date and continues for the Initial Term. Customer shall pay for all Services in the amount and at the billing frequency stated in the Order.

Automatic Renewal. At the end of the Initial Term, this Agreement will automatically renew for successive Renewal Terms of the renewal period stated in the Order, unless either party gives the other written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Renewal Notice. At least sixty (60) days before the end of the then-current term, WellDatabase will send to Customer's designated administrative contact a renewal notice stating the renewal period and the price that will apply to the next Renewal Term. Failure to send the renewal notice does not by itself prevent renewal; however, where WellDatabase has not sent the notice at least sixty (60) days before the end of the then-current term, (a) Customer's deadline to give notice of non-renewal is extended to thirty (30) days after the notice is actually sent, and (b) no price increase takes effect for that Renewal Term. A notice of non-renewal given within that extended period is effective to prevent renewal or, if the Renewal Term has already begun, to end it, and WellDatabase will refund any fees paid in respect of that Renewal Term on a prorated daily basis.

Pricing Adjustment. WellDatabase may adjust pricing at the beginning of any Renewal Term. Any change will be communicated to Customer in writing at least sixty (60) days before the end of the then-current term in the renewal notice. If the Order states a fixed or flat price for a multi-year term, that price governs for the stated term.

Version of these Terms. The version of these Terms and Conditions in effect on the first day of a Renewal Term applies to that Renewal Term, provided WellDatabase makes the updated version available to Customer with the renewal notice. If an updated version would materially and adversely affect Customer's rights or obligations, Customer may elect, by written notice given before the start of that Renewal Term, either to renew on the version in effect during the then-current term or to decline renewal. An election to decline renewal under this paragraph is effective notwithstanding the thirty (30) day notice requirement above.

4. Payment, Taxes, Refunds and Subscription Changes

- Customer is required to provide a valid payment method, which may be credit card, ACH or wire transfer. If Customer has authorized recurring charges, WellDatabase will charge the payment method on file on or after the first day of each billing period. If WellDatabase invoices Customer, undisputed amounts are due within thirty (30) days of the invoice date unless the Order states otherwise.
- Accounts are billed at the frequency stated in the Order. Billing occurs automatically each period, calculated from the Effective Date.
- **Taxes.** All fees are exclusive of taxes. Customer is responsible for all sales, use, value-added, excise, gross receipts and similar taxes and duties imposed on the Services, excluding taxes based on WellDatabase's net income, property or employment. If Customer is exempt, it will provide a valid exemption certificate and WellDatabase will not charge the applicable tax prospectively from receipt of that certificate.
- **Late Payment.** Undisputed amounts not paid when due accrue interest at the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from the due date until paid, together with WellDatabase's reasonable costs of collection, including reasonable attorneys' fees. These are the "late fees" referred to in Section 7.
- **Invoice Disputes.** Customer may dispute an invoiced amount in good faith by notifying WellDatabase in writing within thirty (30) days of the invoice date or, if the Order states a payment term longer than thirty (30) days, within that period, in each case with reasonable supporting detail. The parties will work in good faith to resolve the dispute promptly. Customer will pay all undisputed amounts when due. WellDatabase will not charge late fees on, or suspend or terminate the Services for non-payment of, an amount properly disputed under this paragraph while the dispute is being resolved in good faith.
- If Customer upgrades to a higher plan during the then-current billing cycle, the new rate will be prorated for the remainder of the cycle.
- **Reductions.** Customer may reduce its User count or subscription level effective at the start of any Renewal Term by giving written notice at least thirty (30) days before the end of the then-current term. Reductions do not take effect mid-term and do not give rise to a refund unless the Order provides otherwise.
- The Services are billed in advance and are non-refundable. There will be no credits for partial periods of service, no refunds on upgrade or downgrade, and no refunds for periods unused, except where these Terms and Conditions expressly provide otherwise, including under Section 6.1 (warranty remedy), Section 7 (termination for WellDatabase's uncured material breach or insolvency), Section 8 (change in control), the Subprocessors provision of Section 11, Section 12 (Material Change and discontinuation), Section 13 (Force Majeure), Section 14 (Service Level Agreement) and Section 16.2 (infringement remedies).

5. Acceptable Use

No Bot Usage. Customer agrees not to use automated systems, bots, spiders, scrapers or other forms of automated access to interact with the Services without express written consent from WellDatabase. This does not restrict Customer's use of the API within the scope purchased in the Order, or Customer's use of ordinary automation tools operating within its licensed scope and within published rate limits.

Prohibited Activities. Customer agrees not to: attempt to reverse engineer, decompile or disassemble the platform, software or Services unless explicitly permitted by applicable law; attempt to bypass or undermine security measures protecting the platform, data or user accounts; circumvent or attempt to circumvent any rate limit, volume limit, seat limit or other usage restriction; or use the platform in a manner that negatively impacts performance or functionality, including overloading or disrupting servers. Restrictions on the use of Content and Acquired Data, including restrictions on redistribution, competing use and model training, are set out in Section 9.3.

Compliance with Terms. Customer is responsible for ensuring that any Users it registers comply with this Agreement.

Accurate Information. Customer is responsible for maintaining the accuracy of registration information, including legal company name, authorized usernames and valid email addresses, and for keeping its designated administrative and notice contacts current.

Prohibited Uses. Customer agrees not to use the Services for any illegal, unauthorized or malicious purpose, including extraction of Content in excess of the volumes or scope purchased, spamming, or interfering with normal operation of the platform.

Financial Responsibility. Customer is financially responsible for all charges incurred through its use of the Services, including usage by its Users and by any other person accessing the Services through Customer's Account or credentials, except to the extent such access results from a compromise of WellDatabase's systems.

Export Control and Sanctions. Each party will comply with applicable export control, economic sanctions and anti-corruption laws. Customer represents that it is not, and is not owned or controlled by, a person subject to sanctions administered by the U.S. Office of Foreign Assets Control, and that it will not make the Services or Content available to any such person or in any embargoed territory.

Non-Use. Non-use of the Services for any period does not constitute a cancellation of the Account or this Agreement.

Suspension. WellDatabase's rights to suspend access for breach of this Section are set out in Section 7.

6. Warranties and Disclaimers

6.1 By WellDatabase. WellDatabase warrants that (a) it has the right to grant the rights granted in this Agreement; (b) during the Term, the Services will perform materially in accordance with the Documentation; (c) it will provide the Services in a professional and workmanlike manner using personnel with suitable skill and experience; and (d) it will not knowingly introduce any virus, worm or other malicious code into the Services. Customer's exclusive remedy for breach of clause (b) is for WellDatabase to correct the non-conformity or, if it fails to do so within thirty (30) days of written notice, for Customer to terminate the affected Services and receive a prorated refund of prepaid unused fees.

6.2 Data Sources and Accuracy. Customer acknowledges that the Content is compiled from public records, regulatory filings and third-party sources that WellDatabase does not control. WellDatabase does not warrant the accuracy, completeness, currency or reliability of the Content, and does not independently verify data obtained from those sources. The Services and Content do not constitute investment, engineering, geological, reserve-estimation, legal, tax or accounting advice. Customer is solely responsible for independently verifying any Content on which it intends to rely, and will not use the Content as the sole basis for any drilling, completion, acquisition, divestiture, investment, valuation, reserve report or regulatory decision.

6.3 Data Refresh. WellDatabase will use commercially reasonable efforts to update the Content in accordance with the refresh cadence described in the Documentation. This Section 6.3 governs data refresh and prevails over Section

6.1(b) to the extent the Documentation describes a refresh cadence. WellDatabase does not warrant that any particular source, jurisdiction or dataset will remain available, and may cease to offer data from a source that becomes unavailable to it or that it can no longer lawfully redistribute, subject to Section 12.

6.4 DISCLAIMER. EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION 6 AND IN SECTIONS 14 AND 16, THE SERVICES, THE CONTENT, THE ACQUIRED DATA AND ALL ASSOCIATED TOOLS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND WELLDATABASE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WELLDATABASE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED.

6.5 By Customer. Customer represents and warrants that it has full authority to enter into this Agreement, that the person accepting it is authorized to bind Customer, that it will comply with all laws applicable to its use of the Services, and that it holds all rights necessary to upload and use its User-Generated Content.

7. Termination and Suspension

- Either party may terminate immediately upon written notice if the other party breaches any material term and fails to cure the breach within thirty (30) days after written notice.
- Either party may terminate immediately if the other becomes insolvent, files for bankruptcy, has a trustee or receiver appointed, or makes an assignment for the benefit of creditors.
- **Suspension for non-payment.** WellDatabase may suspend Customer's access to the Services on ten (10) days' written notice if any undisputed amount is more than fifteen (15) days overdue. Suspension is not a precondition to termination under this Section. Suspension does not relieve Customer of its payment obligations, and WellDatabase will restore access promptly on payment in full.
- WellDatabase may terminate immediately upon written notice if Customer fails to make any undisputed payment within thirty (30) days after written notice of non-payment. Customer may request reinstatement by paying all outstanding amounts plus applicable late fees (as defined in Section 4) within ten (10) Business Days of termination; WellDatabase may reinstate at its sole discretion upon full payment.
- **Suspension for security or legal risk.** WellDatabase may suspend a specific User's credentials or, where necessary, Customer's Account, immediately and without prior notice, where WellDatabase reasonably determines that continued access presents a material security threat to the Services or other customers, is being used unlawfully, or materially breaches Section 5 or Section 9.3. WellDatabase will notify Customer as soon as reasonably practicable, will limit the suspension to what is reasonably necessary, and will restore access promptly once the cause is resolved. Suspension under this paragraph does not extend the term or entitle Customer to a credit unless WellDatabase's determination proves to have been incorrect.
- If a Force Majeure Event causes a delay in service for more than thirty (30) consecutive Business Days, either party may terminate upon written notice. On termination under this paragraph by either party, WellDatabase will refund prepaid fees for the unused portion of the then-current term.
- Upon termination, all rights granted to Customer immediately cease and Customer shall immediately cease using the Services, subject to the retention rights in Section 9. For the avoidance of doubt, the perpetual license to Acquired Data granted in Section 9.2 survives termination and is not affected by this paragraph.
- **Refunds on termination.** If Customer terminates for WellDatabase's uncured material breach, for WellDatabase's insolvency, following a Force Majeure Event under this Section, or under Section 6.1, the Subprocessors provision of Section 11, Section 12 or Section 14, WellDatabase will refund prepaid fees for the unused portion of the then-current term, calculated on a prorated daily basis, within thirty (30) days of the effective date of termination. If WellDatabase terminates for Customer's breach or non-payment, or if Customer

ceases use of the Services or purports to terminate on any basis for which this Agreement does not expressly provide a refund, no refund is due and all fees for the then-current term become immediately due and payable.

- **Transition.** For ninety (90) days following termination or expiration, WellDatabase will maintain Customer's ability to export its User-Generated Content and any Acquired Data then available in its Account, in a documented machine-readable format. WellDatabase will provide reasonable assistance with that export at its then-current professional services rates. WellDatabase may withhold export of Acquired Data under this paragraph where it reasonably determines that continued access would violate law, present a security risk or facilitate a breach of Section 9.3, or where Customer has not paid all amounts then due that are not disputed in good faith under Section 4. Customer's ability to export its User-Generated Content is not subject to that exception and will be maintained for the full ninety (90) day period.

8. Assignment and Change in Control

- Neither party may assign or transfer this Agreement without the prior written consent of the other, except that either party may assign without consent to any Affiliate or in connection with a merger, acquisition or sale of all or substantially all of its assets, on written notice to the other party and provided the assignee assumes all obligations under this Agreement in writing. Notwithstanding the preceding sentence, Customer may not assign to a Competitor of WellDatabase without WellDatabase's prior written consent, which will not be unreasonably withheld.
- If WellDatabase undergoes a change in control, this Agreement remains in full force for the remainder of the then-current term and Customer's rights to the Services will not be materially diminished during that term, subject to Section 12.
- Customer will notify WellDatabase in writing within thirty (30) days of any change in control of Customer. WellDatabase will notify Customer of any change in control promptly, and in any event within thirty (30) days.
- If control of Customer passes to a Competitor of WellDatabase, WellDatabase may terminate this Agreement on thirty (30) days' written notice and will refund prepaid fees for the unused portion of the then-current term.

9. Intellectual Property, Data Ownership and Licenses

9.1 Ownership of the Content

As between the parties, and subject to any rights of third parties in underlying source data, WellDatabase owns and retains all right, title and interest in and to the Services, the platform, the software, the Documentation, the Content and the Acquired Data, together with all Intellectual Property in each of them. This includes every copy, export, extract, download, reproduction and compilation of the Content, in whatever form or medium and wherever located, and the selection, coordination, arrangement, normalization and enhancement of the underlying source data by WellDatabase. No title to or ownership of the Content or the Acquired Data passes to Customer under this Agreement. Customer acquires only the rights and licenses expressly granted under this Agreement, and all rights not expressly granted are reserved to WellDatabase.

WellDatabase does not claim ownership of individual facts contained in public records. Nothing in this Agreement restricts Customer's use of information it obtains independently of the Services from a public source. Nothing in this Section affects Customer's ownership of its User-Generated Content under Section 9.8 or of its Derived Works under Section 9.5.

9.2 Licenses Granted

License to use the Services. Subject to the terms of this Agreement and to payment of all undisputed fees due, WellDatabase grants Customer a non-exclusive, non-transferable, non-sublicensable right during the Term to access and use the Services, the API and the Documentation, and to access, view, search, download and export Content, in

each case for Customer's internal business purposes and up to the quantities and User counts stated in the Order. This right is exercisable by Customer's Users in accordance with Section 2 and is subject to Sections 5 and 9.3.

License to Acquired Data. Subject to Customer's compliance with Sections 9.3 and 9.4 and to payment of all undisputed fees due, WellDatabase grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free and perpetual license, subject only to revocation under Section 9.6, to retain, access, use, store and internally reproduce Acquired Data obtained through the Services during the Term, for Customer's internal business purposes. Those purposes include the evaluation, acquisition, divestiture, development, operation, valuation and financing of oil and gas assets. Where the Order grants Customer External Professional Use rights, this license extends to that use, within the scope stated in the Order and subject to the conditions in the definition of External Professional Use. Customer may permit its Affiliates and Representatives to access and use Acquired Data on Customer's behalf and for Customer's internal business purposes, and Customer is responsible for their compliance with this Agreement; they acquire no independent license or right of their own.

Survival and no purge obligation. The license to Acquired Data survives expiration or termination of this Agreement for any reason, including termination for non-payment, provided that Customer has paid all undisputed amounts due under this Agreement, including any amounts that become due upon termination under Section 7. Where an amount is disputed in good faith under Section 4, this condition is satisfied when the dispute is resolved and any amount determined to be payable has been paid. Customer is not required to delete, return, purge or certify destruction of Acquired Data on expiration or termination, and WellDatabase will not require it to do so, except under Section 9.6 (Revocation for Misuse). Customer receives no updates, corrections, additions or support in respect of Acquired Data after the Term ends, and the Acquired Data is licensed on an "as at" basis as of the date it was obtained.

Change in control by a Competitor. If control of Customer passes to a Competitor, the license to Acquired Data continues for Customer as the entity that acquired the Acquired Data, but (a) no Affiliate of the acquiring Competitor may access or use the Acquired Data, (b) the Acquired Data may not be combined with, migrated into, or used to develop or operate any product or service of the acquiring group, and (c) Customer will certify compliance with this paragraph in writing on WellDatabase's reasonable request. A breach of this paragraph is a breach of Section 9.3.

Perpetual restrictions. The restrictions in Sections 9.3 and 9.4 apply for so long as Customer retains or uses any Acquired Data, whether during or after the Term, and survive expiration or termination indefinitely. Customer's continued possession of Acquired Data after the Term is conditioned on continued compliance with them.

9.3 Use Restrictions

Customer shall not, and shall not permit any User, Affiliate, Representative or third party to:

- (a) sell, license, sublicense, rent, lease, publish, broadcast, syndicate or otherwise distribute or make Acquired Data available to any third party, whether or not for charge, except as permitted by Section 9.4;
- (b) use Acquired Data to provide data, analytics, mapping, reporting or advisory services to third parties as a commercial offering, except to the extent the Order grants Customer External Professional Use rights;
- (c) use, disclose or make available Acquired Data to design, develop, train, benchmark, improve or operate any product or service that competes with the Services, or to assist any Competitor to do so;
- (d) use Acquired Data to train, fine-tune, ground or evaluate any machine learning or artificial intelligence model, or to create embeddings, vector representations or synthetic datasets derived from it, except to the extent expressly permitted in the Order. This paragraph does not restrict Customer's use of an AI or agent-facing interface that WellDatabase makes available as part of the Services, in accordance with the Documentation, provided that Content passed through such an interface is not retained, embedded, or used to train, fine-tune or evaluate a model beyond the session in which it is returned;
- (e) remove, obscure or alter any proprietary notice, attribution, watermark or record identifier in the Content or Acquired Data; or

- (f) reconstitute, or attempt to reconstitute, a material portion of WellDatabase's database, whether by aggregation of exports, systematic downloading, or otherwise.

Compliance certification. If WellDatabase has a reasonable, good-faith basis to believe Customer is in breach of this Section 9.3, Customer will, on written request, provide a written certification signed by an officer of Customer certifying its compliance with the applicable provision and providing reasonable supporting information regarding that compliance. Where a certification given under this paragraph is materially inaccurate, or where WellDatabase has a reasonable, good-faith belief that Customer is in willful breach of this Section 9.3, WellDatabase may on thirty (30) days' written notice engage an independent third-party auditor, reasonably acceptable to Customer and bound by confidentiality obligations no less protective than Section 10, to verify Customer's compliance with this Section 9.3. Any such verification will be conducted no more than once in any twelve (12) month period, during normal business hours, with reasonable efforts to minimize disruption, and at WellDatabase's cost unless it reveals a material breach, in which case Customer will reimburse the reasonable cost. Except for a verification conducted under this paragraph, the statement in Section 2 that WellDatabase will not conduct on-site or systems audits is unaffected.

9.4 Permitted Disclosures

Notwithstanding Section 9.3(a), Customer may disclose Acquired Data and Derived Works:

- (a) to its Affiliates and Representatives who need it for Customer's internal business purposes;
- (b) to its professional advisors, auditors, reserve engineers, lenders and prospective lenders, insurers, and prospective investors, acquirers or counterparties, including in a data room maintained in connection with a financing or a proposed acquisition or divestiture of oil and gas assets; and
- (c) as required by law, regulation, stock exchange rule, subpoena or court order, including in filings with the U.S. Securities and Exchange Commission or a state regulatory authority,

in each case (i) only to the extent reasonably necessary for the specific purpose, (ii) for disclosures under (a) and (b), subject to confidentiality obligations no less protective than Section 10 and to a restriction on onward disclosure, and (iii) provided the disclosure does not consist of a bulk transfer of the Content, or of a substantial portion of it in substantially its original form, and does not permit the recipient to use it for any purpose other than the specific transaction or purpose for which it was disclosed. Customer remains responsible for any recipient's compliance with this Section. No Affiliate or Representative acquires any independent license or right to use Acquired Data by reason of such disclosure. Notwithstanding the foregoing, but other than under subsection (c), Acquired Data may not be disclosed to a Competitor under this Section 9.4 without WellDatabase's prior written consent. This sentence does not apply to a professional advisor, auditor, reserve engineer, insurer, lender or prospective lender receiving Acquired Data under subsection (b) and acting in that capacity, provided the Acquired Data is used only for the specific engagement, financing or transaction for which it was disclosed. It continues to apply to a prospective investor, acquirer or counterparty. A disclosure made in compliance with this Section 9.4 is not a breach of Section 9.3.

9.5 Derived Works

Customer owns the Derived Works it creates, except that no ownership vests in any material created in violation of Section 9.3. Customer may use, retain and disclose Derived Works perpetually, including after expiration or termination, subject to Sections 9.3 and 9.4. Nothing in this Section transfers ownership of any Content reproduced or embedded within a Derived Work, and Customer may not use a Derived Work as a means to distribute Content in a manner that Section 9.3 would otherwise prohibit.

9.6 Revocation for Misuse

WellDatabase may revoke the license to Acquired Data granted in Section 9.2, in whole or in part, on written notice, if Customer materially breaches Section 9.3 or Section 9.4 and fails to cure within thirty (30) days after written notice, or immediately where the breach is not capable of cure or involves distribution of Content to a Competitor. On revocation, Customer will cease all use of the affected Acquired Data, delete it (subject to the backup carve-out in

Section 10.5) and certify deletion in writing within thirty (30) days. This obligation extends to any model, embedding, vector representation, synthetic dataset or other artifact derived from the affected Acquired Data in breach of Section 9.3. Revocation is in addition to, and not in lieu of, WellDatabase's other rights and remedies.

9.7 Equitable Relief

Customer acknowledges that a breach of Section 9.3 would cause WellDatabase irreparable harm for which monetary damages would be an inadequate remedy, and that WellDatabase is entitled to seek injunctive and other equitable relief without the necessity of posting a bond, in addition to any other remedy, in accordance with the Injunctive Relief provisions of Section 17.

9.8 User-Generated Content

Customer retains full ownership of any content it uploads or submits, including datasets, reports or analyses created or modified by Customer ("User-Generated Content"). Such content is private unless explicitly stated otherwise.

- **Public and Private Content.** Customer controls whether User-Generated Content is private or public within the platform.
- **Private Content.** User-Generated Content designated private remains accessible solely by Customer and its authorized Users. WellDatabase will not disclose, share or use it outside the scope of providing the Services unless required by law or with prior written consent.
- **Public Content.** User-Generated Content designated public may be accessed by other users or third parties within the platform. WellDatabase may use it to enhance the Services or make it available to third parties, in accordance with this Agreement and respecting Customer's ownership rights. Customer may change a designation from public to private at any time; WellDatabase will cease further distribution within a reasonable period but is not required to retrieve copies already made available to third parties in accordance with this paragraph.
- **License.** Customer grants WellDatabase a non-exclusive, royalty-free, worldwide license to host, store, reproduce, reformat, display and transmit private User-Generated Content solely as necessary to provide, maintain, secure and support the Services to Customer. Where Customer designates content as public, Customer grants WellDatabase a non-exclusive, royalty-free, worldwide license to host, display, reproduce and make that content available to other users of the Services and to use it to operate and improve the Services, for so long as the content remains designated public. That license is perpetual and irrevocable only in respect of copies made available to other users before Customer changes the designation. WellDatabase will not sell public User-Generated Content as a standalone product identified as originating from Customer without Customer's prior written consent.
- **Confidentiality.** WellDatabase will treat all private User-Generated Content as confidential and will implement commercially reasonable safeguards, in accordance with Section 10.
- **Deletion.** Upon termination, Customer may request return or deletion of private User-Generated Content, subject to WellDatabase's legal retention obligations. WellDatabase will provide a mechanism to retrieve or delete such content for up to ninety (90) days after termination, after which it may securely delete all customer data except as required by law, and will certify deletion in writing on Customer's request. Neither party is required to purge data from routine backup or archival systems made in the ordinary course, provided that such data remains subject to the confidentiality obligations in Section 10 for so long as it is retained.

9.9 Aggregated and Usage Data

WellDatabase may collect and use technical and usage data relating to the operation and performance of the Services, and may create aggregated and de-identified data derived from Customer's use, in each case to operate, secure, support, analyze and improve the Services and for statistical and benchmarking purposes. WellDatabase will not

disclose aggregated or de-identified data in any form that identifies Customer or its Users, or that reveals Customer's Confidential Information, without Customer's prior written consent. This Section is subject to Section 10.1.

9.10 Feedback

Customer grants WellDatabase a perpetual, irrevocable, worldwide, royalty-free license to use, without obligation, attribution or compensation, any suggestion, enhancement request, recommendation or other feedback provided by Customer or its Users relating to the Services.

9.11 Publicity

WellDatabase may identify Customer as a customer and use Customer's name and logo in customer lists and on its website, in accordance with any trademark usage guidelines Customer provides. Customer may withdraw this permission at any time on written notice, and WellDatabase will cease further use within thirty (30) days. Any press release, case study or other public statement about Customer requires Customer's prior written consent.

10. Confidentiality

10.1 Definition. "Confidential Information" means non-public information disclosed by one party (the "Discloser") to the other (the "Recipient") that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure. WellDatabase's Confidential Information includes the Content, the Acquired Data, the Services, the Documentation, pricing and non-public functionality and roadmap information. Customer's Confidential Information includes its private User-Generated Content, its Derived Works and its business, technical and financial information. WellDatabase will additionally treat as Customer's Confidential Information all information about which Content Customer or its Users have searched, viewed, exported or analyzed, and any saved queries, watchlists or areas of interest.

10.2 Obligations. The Recipient will (a) use the Discloser's Confidential Information solely to perform its obligations or exercise its rights under this Agreement, (b) protect it using at least the degree of care it uses for its own confidential information of like importance, and in no event less than reasonable care, and (c) disclose it only to its Representatives and Affiliates who need it for those purposes and who are bound by confidentiality obligations no less protective than this Section, or as otherwise expressly permitted by this Agreement, including Section 9.4. Each party is responsible for any breach of this Section by the persons to whom it discloses.

10.3 Exclusions. This Section does not apply to information that (a) is or becomes public through no fault of the Recipient, (b) was rightfully known to the Recipient without restriction before disclosure, (c) is rightfully received from a third party without restriction, or (d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

10.4 Compelled Disclosure. The Recipient may disclose Confidential Information to the extent required by law, regulation or valid legal process, provided that, where legally permitted, it gives the Discloser prompt notice and reasonable cooperation to seek protective treatment, and discloses only the portion required.

10.5 Return, Destruction and Backups. On written request following termination, the Recipient will return or destroy the Discloser's Confidential Information in its possession. Neither party is required to purge Confidential Information from routine backup or archival systems made in the ordinary course of business, provided it remains subject to this Section for so long as it is retained. Customer's retention and use of Acquired Data in accordance with Section 9.2 is expressly permitted and does not breach this Section.

10.6 Duration. The obligations in this Section apply during the Term and for three (3) years after its expiration or termination, except that they apply to information constituting a trade secret for so long as it remains a trade secret under applicable law, and to the Content and Acquired Data for so long as Customer retains them.

10.7 Equitable Relief. Each party acknowledges that breach of this Section may cause irreparable harm for which damages are an inadequate remedy, and that the Discloser is entitled to seek injunctive relief in accordance with the Injunctive Relief provisions of Section 17.

11. Privacy and Data Protection

Data Collection and Use. WellDatabase collects and processes data relating to Customer and its Users, including user registration information, account activity and other data related to use of the Services, for the purpose of providing the Services, managing accounts, improving the platform and ensuring legal compliance.

Data Security. WellDatabase takes commercially reasonable security measures, including encryption and access controls. WellDatabase will maintain a written information security program with administrative, physical and technical safeguards consistent with recognized industry standards, including encryption of Personal Data in transit and at rest, role-based access controls, logging and monitoring, and secure software development practices. On Customer's reasonable written request, no more than once in any twelve (12) month period, WellDatabase will provide a written summary description of those safeguards and will complete a reasonable security questionnaire, in each case subject to Section 10. Customer acknowledges that no system is completely secure.

Security Incident Notification. WellDatabase will notify Customer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of any confirmed unauthorized access to, or acquisition, disclosure, alteration or loss of, Customer's Confidential Information, User-Generated Content or Personal Data in WellDatabase's possession or control. The notice will describe the nature of the incident, the categories and approximate volume of data affected, the measures taken and proposed, and a contact point, and WellDatabase will provide further information as it becomes available. WellDatabase will cooperate reasonably with Customer's investigation and with Customer's own notification obligations, and will not delay notification to complete its investigation.

Data Retention. WellDatabase retains data relating to Customer and its Users as long as necessary to fulfill the purpose for which it was collected and to comply with legal, regulatory or contractual obligations. Upon termination, Customer will have the opportunity to retrieve its User-Generated Content and Acquired Data before secure deletion, in accordance with Section 9.8.

Privacy Laws and Compliance. WellDatabase will comply with applicable data protection and privacy laws, including the GDPR and the CCPA where applicable. Each party will comply with the data protection laws applicable to it in connection with this Agreement.

Data Processing Agreement. Where WellDatabase processes Personal Data on Customer's behalf, the parties' Data Processing Agreement, available at <https://welldatabase.com/dpa> or on request from privacy@welldatabase.com, and incorporated into this Agreement by reference, applies. The Data Processing Agreement contains the terms required by Article 28 of the GDPR and, where a restricted transfer occurs, the applicable European Commission Standard Contractual Clauses and the UK International Data Transfer Addendum. In the event of a conflict between the Data Processing Agreement and these Terms and Conditions as to the processing of Personal Data, the Data Processing Agreement governs.

Subprocessors. WellDatabase maintains a current list of subprocessors at <https://welldatabase.com/subprocessors> and will give Customer at least thirty (30) days' notice before engaging a new subprocessor or replacing an existing one. Customer may object on reasonable data protection grounds within that period. If the parties cannot resolve the objection in good faith, Customer may terminate the affected Services and receive a prorated refund of prepaid unused fees.

Third-Party Data Sharing. WellDatabase does not share Customer's Personal Data with third parties except as necessary to provide the Services, comply with law, or as explicitly authorized by Customer. WellDatabase may use third-party tools for analytical purposes or to improve the Services, provided that data relating to Customer or its Users supplied to such tools will be aggregated or de-identified using commercially reasonable methods so that it does not directly identify Customer or its Users, except for (a) support and customer relationship management tools that

necessarily process identifiable contact and account information to provide support and manage the customer relationship, and (b) the product analytics and session recording tools identified on the subprocessor list referred to in the Subprocessors provision of this Section and engaged as subprocessors under the Data Processing Agreement. WellDatabase uses the tools described in (b) solely to identify usage trends, diagnose errors, and monitor and improve the performance, reliability and usability of the Services. Because reproducing a performance issue requires knowing what was entered, session recordings may capture information entered into or displayed in the Services, including search terms and query parameters. WellDatabase will not use that data for marketing or advertising, will not sell or license it, and will not make it available to any third party other than those subprocessors. Data captured under (b) that constitutes Customer's Confidential Information under Section 10.1 remains Customer's Confidential Information and is subject to Section 10, and this paragraph is an express permission for the purposes of Section 10.2(c). WellDatabase will retain session recordings for no longer than thirty (30) days.

Data Access and Control. Customer retains control over its User-Generated Content and over the Personal Data WellDatabase processes on its behalf, and may request access, correction or deletion in accordance with applicable law and WellDatabase's legal, regulatory and contractual retention obligations.

Cookies. WellDatabase uses cookies and similar technologies to enhance user experience and improve the Services.

Privacy Policy. WellDatabase's Privacy Policy is available at <https://welldatabase.com/privacy-policy> and describes WellDatabase's general privacy practices. It is provided for information and does not form part of this Agreement. In the event of a conflict between the Privacy Policy and this Agreement or the Data Processing Agreement, this Agreement and the Data Processing Agreement govern.

12. Changes to the Services

- WellDatabase reserves the right to modify, update or discontinue any aspect of the Services at its discretion, and will notify Customer by email, in-app notification or other appropriate means. WellDatabase will give at least thirty (30) days' advance notice of any Material Change where practicable, and will not materially degrade or remove core functionality of the Services during a paid term except where necessary for security or legal compliance, or where a third-party data source or license ceases to be available to it.
- Where the same facts constitute both a Material Change and a breach of the warranty in Section 6.1(b), Customer may elect which remedy to pursue but not both.
- If a Material Change adversely impacts Customer's ability to use the Services consistently with this Agreement, Customer shall notify WellDatabase in writing at any time while the Material Change persists. WellDatabase then has sixty (60) days to rectify the Material Change. If it is not resolved to Customer's reasonable satisfaction within that period, Customer may terminate on thirty (30) days' written notice and WellDatabase will refund prepaid fees for the unused portion of the then-current term.
- If WellDatabase discontinues the Services as a whole, or discontinues a material component that Customer has purchased, it will give at least ninety (90) days' written notice. Customer may terminate immediately on receipt of that notice and will receive a refund of prepaid fees for the unused portion of the then-current term, together with the export rights described in Section 7.
- WellDatabase may modify pricing from time to time. Price changes will be communicated at least sixty (60) days in advance of the renewal date and take effect only at the start of a Renewal Term, in accordance with Section 3.

13. Force Majeure

- Neither party shall be liable for any loss or damage resulting from delays or interruptions due to a Force Majeure Event. A Force Majeure Event does not excuse Customer's obligation to pay fees for Services actually provided, and does not limit Customer's entitlements under this Section 13 or Section 14.
- WellDatabase will use commercially reasonable efforts to notify Customer as soon as reasonably possible.

- If a Force Majeure Event causes interruption for more than ten (10) consecutive Business Days, Customer is entitled to an extension of the then-current term equal to the number of days the Services were unavailable.
- If the delay extends beyond thirty (30) consecutive Business Days, Customer may request a prorated credit for the period of unavailability in place of, and not in addition to, the extension described above, and either party may terminate as provided in Section 7.
- Nothing in Section 15 (Limitation of Liability) limits Customer's entitlement to the extension, credit or termination rights in this Section 13 or the service credits in Section 14.

14. Service Level Agreement

This Section 14 (the "SLA") applies to Customer's subscription unless the Order expressly states that it does not. Where the Order states that this Section does not apply, WellDatabase will instead use commercially reasonable efforts to keep the Services available and to respond to support requests.

Service Availability. WellDatabase will provide 99.9% monthly uptime, excluding scheduled maintenance and Force Majeure Events. Any unavailability outside scheduled maintenance or a Force Majeure Event is considered downtime. Uptime is measured monthly as the percentage of minutes in the month during which the Services were available, excluding scheduled and emergency maintenance, Force Majeure Events, and the matters listed under SLA Exclusions below.

Scheduled Maintenance. Scheduled maintenance will be communicated at least forty-eight (48) hours in advance, detailing the time and expected duration, and will not exceed four (4) hours per month. WellDatabase will schedule maintenance outside 8:00 AM–6:00 PM Central Time where practicable. Emergency maintenance required to address a security vulnerability, a threat to data integrity or a critical defect may be performed on shorter notice; WellDatabase will notify Customer as soon as reasonably practicable, will limit it to what is necessary, and emergency maintenance is excluded from the calculation of downtime and from the four-hour monthly cap.

Support and Response Times. Support is available via email or in-app chat, Monday to Friday, 9:00 AM–5:00 PM Central Time, excluding holidays observed by WellDatabase. Response times are measured during support hours, except that WellDatabase will respond to a Critical issue reported outside support hours within four (4) hours where Customer reports it through the escalation channel identified in the Documentation or the Order.

Critical is the only severity carrying an out-of-hours commitment. For High, Medium and Low, the response times in the table run during support hours only, and time outside support hours does not count toward them.

Severity	Initial response	Update cadence
Critical — service down or unavailable	1 hour (4 hours outside support hours, via the escalation channel)	Every 4 hours
High — major functionality issue or degraded service	2 hours	Daily
Medium — minor issue or question	4 hours	Weekly
Low — non-urgent	2 Business Days	As they occur

Service Credit for Downtime. If monthly uptime falls below 99.9%, Customer is entitled to the following service credits.

Monthly uptime achieved	Service credit
At or above 99.5% but below 99.9%	5% of the monthly fee
At or above 99.0% but below 99.5%	10% of the monthly fee
At or above 95.0% but below 99.0%	25% of the monthly fee

Below 95.0%	50% of the monthly fee
-------------	------------------------

If the Order states an annual or other non-monthly billing frequency, the monthly fee is calculated as the amount payable under the Order divided by the number of months in the billing period. Credits are applied to the next billing cycle or, where no further billing cycle will occur, paid to Customer within thirty (30) days of the end of the Term and, other than a refund payable on termination under this Section, are the sole monetary remedy for downtime. The service credits and the termination right in this Section 14 are Customer's sole and exclusive remedies for WellDatabase's failure to meet the uptime and support commitments in this Section, and such a failure is not of itself a material breach for the purposes of Section 7. This does not limit Customer's rights to terminate under this Section 14, Section 12 or Section 13, or any remedy for breach of Section 10 or Section 11.

Claiming Credits. Customer must request a service credit in writing within thirty (30) days after the end of the month in which the downtime occurred, with reasonable supporting detail. Credits not requested within that period are waived.

SLA Exclusions. The SLA does not apply to Customer-caused issues, including misconfiguration, or to third-party services or networks not used by WellDatabase to provide the Services, including Customer's own internet service provider, network or equipment. Unavailability caused by an infrastructure provider engaged by WellDatabase to deliver the Services counts as downtime, except to the extent Section 13 applies to that provider's failure. It also does not apply to beta, preview or evaluation features, or to periods of suspension permitted under Section 7.

Termination for SLA Breach. If WellDatabase fails to achieve monthly uptime of 99.0% in any three (3) months within a rolling twelve (12) month period, or fails to meet the support response commitments in any three (3) consecutive months, Customer may terminate on thirty (30) days' written notice. Upon such termination, WellDatabase will refund prepaid fees for the unused portion of the then-current term.

15. Limitation of Liability

15.1 Exclusion of Indirect Damages. Neither party shall be liable for any indirect, incidental, special, punitive or consequential damages, including loss of profits, revenue, goodwill or data, even if advised of the possibility of such damages. This Section 15.1 does not limit either party's indemnification obligations under Section 16 in respect of amounts payable to a third party under a judgment or settlement, even where those amounts would otherwise fall within this exclusion. This Section 15.1 does not apply to damages arising from Customer's willful or intentional breach of Section 9.3 or from infringement or misappropriation of WellDatabase's Intellectual Property, and the parties agree that WellDatabase's lost license fees and lost revenue attributable to such a breach or infringement are direct damages recoverable under this Agreement.

15.2 General Cap. Subject to Sections 15.3 and 15.4, each party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid or payable by Customer under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

15.3 Enhanced Cap. For claims arising out of (a) WellDatabase's breach of Section 10 (Confidentiality) or Section 11 (Privacy and Data Protection), or (b) Customer's breach of Section 9.3 other than a breach falling within Section 15.4(c), or (c) either party's gross negligence, or (d) WellDatabase's indemnification obligations under Section 16.1 in respect of a claim that the Services or Content infringe or misappropriate third-party intellectual property rights, the breaching party's total aggregate liability will not exceed three (3) times the fees paid or payable by Customer in the twelve (12) months preceding the event giving rise to the claim.

15.4 Exclusions from the Cap. Sections 15.2 and 15.3 do not apply to (a) Customer's obligation to pay fees due under this Agreement; (b) either party's indemnification obligations under Section 16 in respect of third-party claims, other than WellDatabase's obligations under Section 16.1 in respect of intellectual property infringement or misappropriation, which are subject to Section 15.3; (c) Customer's willful or intentional breach of Section 9.3 (Use Restrictions), including redistribution of Content to a Competitor, use of Acquired Data to develop a competing

product or service, or reconstitution of a material portion of the Content, or infringement or misappropriation of WellDatabase's Intellectual Property; or (d) either party's fraud or willful misconduct.

15.5 Exclusion of Certain Damages. In no event shall either party be liable for loss or damage arising from a Force Majeure Event or from delays or failures caused by third-party services or equipment, including internet or cloud services, other than services or equipment WellDatabase has engaged to deliver the Services. This paragraph is subject to Sections 13 and 14. Nothing in this Section 15.5 limits liability for willful misconduct or fraud.

15.6 General. The limitations in this Section apply regardless of the form of action, whether in contract, tort or otherwise, and notwithstanding the failure of essential purpose of any limited remedy. The parties agree that these limitations are an essential basis of the bargain and are reflected in the pricing.

16. Indemnification

16.1 By WellDatabase. WellDatabase agrees to indemnify, defend and hold harmless Customer, its Affiliates and Representatives from any third-party claims, demands, actions, damages, losses, liabilities or expenses (including reasonable attorneys' fees) arising out of a claim that the Services or Content infringe or misappropriate third-party intellectual property rights, or arising out of WellDatabase's gross negligence or willful misconduct resulting in death, personal injury or damage to tangible property.

16.2 Infringement Remedies. If the Services or Content become, or WellDatabase reasonably believes they may become, the subject of an infringement claim, WellDatabase may at its option and expense (a) procure the right for Customer to continue using them, (b) modify or replace them so they are non-infringing while materially preserving functionality, or (c) if neither (a) nor (b) is commercially reasonable, terminate the affected Services on written notice and refund prepaid fees for the unused portion of the then-current term. Sections 16.1 and 16.2 state WellDatabase's entire liability and Customer's exclusive remedy for third-party infringement claims.

16.3 Exclusions from WellDatabase's Indemnity. WellDatabase has no obligation under Section 16.1 to the extent a claim arises from (a) use of the Services or Content other than in accordance with this Agreement or the Documentation; (b) combination of the Services or Content with products, data or services not provided by WellDatabase, where the claim would not have arisen but for the combination; (c) modification of the Services or Content by anyone other than WellDatabase; (d) User-Generated Content; (e) beta, preview or evaluation features; or (f) the content of public records, regulatory filings or other third-party source data, to the extent WellDatabase has reproduced that data accurately from a lawful public or licensed source.

16.4 By Customer. Customer agrees to indemnify, defend and hold harmless WellDatabase, its Affiliates and Representatives from any third-party claims arising out of (a) User-Generated Content that infringes third-party intellectual property rights or violates applicable law; (b) Customer's use of the Services or Acquired Data in breach of Section 5 or Section 9.3; (c) Customer's violation of applicable law; or (d) Customer's gross negligence or willful misconduct resulting in death, personal injury or damage to tangible property.

16.5 Procedure. The indemnified party shall promptly notify the indemnifying party in writing of any claim, provided that failure to give prompt notice relieves the indemnifying party of its obligations only to the extent it is materially prejudiced by the delay. The indemnifying party has the right to assume control of the defense and settlement, provided the indemnified party may participate at its own expense with counsel of its choosing. The indemnified party shall cooperate at the indemnifying party's expense and shall not settle without prior written consent, which shall not be unreasonably withheld. The indemnifying party shall not settle any claim in a manner that imposes any non-monetary obligation, any admission of liability or wrongdoing, or any unindemnified payment on the indemnified party without its prior written consent.

17. Miscellaneous

Priority of Documents. In the event of a conflict among the documents comprising this Agreement: (i) the Data Processing Agreement governs as to the processing of Personal Data; (ii) the Order governs as to the identity of the

parties, scope, quantity, price, term and renewal period; and (iii) these Terms and Conditions govern as to all other matters. If the Order expressly states that it varies a specific provision of these Terms and Conditions, that express variation governs.

Entire Agreement. This Agreement, consisting of the Order, the Data Processing Agreement where applicable and these Terms and Conditions, constitutes the entire understanding between the parties and supersedes all prior agreements, proposals and representations, whether written or oral, relating to its subject matter.

Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Dispute Resolution. Disputes shall first be addressed through informal negotiation between senior representatives of the parties for a period of thirty (30) days from written notice of the dispute. If unresolved, the parties agree to binding arbitration in Montgomery County, Texas under the Commercial Arbitration Rules of the American Arbitration Association, before one arbitrator (or three where the amount in controversy exceeds US\$1,000,000). The Federal Arbitration Act governs this agreement to arbitrate. The arbitration, the record and the award are confidential. Each party bears its own attorneys' fees and the parties share the arbitrator's fees equally, unless the arbitrator determines otherwise, except that in any proceeding to enforce Section 9.3 or WellDatabase's Intellectual Property, or to recover fees due under Section 4, the prevailing party is entitled to recover its reasonable attorneys' fees and costs. A party whose principal place of business is outside the State of Texas may elect to participate remotely in any hearing, at no additional cost to it.

Injunctive Relief. Notwithstanding the preceding paragraph, either party may seek temporary, preliminary or permanent injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement or misappropriation of its intellectual property rights, breach of Section 9.3, or breach of Section 10, without first exhausting informal negotiation or arbitration and without waiving arbitration of the underlying dispute. Each party waives any requirement that the other post a bond or other security in connection with such relief, to the extent a court may give effect to that waiver. The state courts located in Montgomery County, Texas and the United States District Court for the Southern District of Texas have exclusive jurisdiction over any such proceeding and over enforcement of any arbitral award, and each party consents to that jurisdiction and venue.

Class Action and Jury Waiver. Each party waives any right to bring or participate in any class, collective, consolidated or representative proceeding. IF FOR ANY REASON THE AGREEMENT TO ARBITRATE IS HELD UNENFORCEABLE, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Limitations Period. No claim arising out of this Agreement may be brought more than two (2) years after the claim accrued, except claims for non-payment of fees. For a claim arising from breach of Section 9.3 or from infringement or misappropriation of WellDatabase's Intellectual Property, the two (2) year period runs from the date on which WellDatabase knew or reasonably should have known of the facts giving rise to the claim.

Notices. Notices to WellDatabase shall be sent to ctrlDev, LLC d/b/a WellDatabase, 4 Waterway Square Place, Suite 477, The Woodlands, TX 77380, United States, with a copy by email to legal@welldatabase.com. Notices to Customer shall be sent to the address or email address stated in the Order, or to the primary administrative contact on the Account. Routine notices may be given by email or in-app notification. Notices of breach, termination, non-renewal or indemnification must be given by email to the address designated for notices. Notices commencing arbitration or litigation must additionally be given by certified mail or nationally recognized overnight courier. Notices are deemed received on the date of delivery if by courier or email on a Business Day between 9:00 AM and 5:00 PM Central Time, and otherwise on the next Business Day. Each party is responsible for keeping its notice contacts current.

Amendment. These Terms and Conditions may be amended only by a written instrument signed by both parties or by a subsequent Order that expressly states the amendment, or, as to a Renewal Term, in accordance with Section 3 (Version of these Terms).

Severability. If any provision is found invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it valid and enforceable while giving effect to the parties' intent, and the remaining provisions remain in full force and effect.

Waiver. No waiver of any breach shall be deemed a waiver of any subsequent breach. No waiver is effective unless in writing and signed by the waiving party.

Survival. Provisions that by their nature survive termination, including Sections 1 (Definitions), 4 (in respect of accrued payment obligations), 6.4 (Disclaimer), 7 (effect of termination), 9 (Intellectual Property, Data Ownership and Licenses), 10 (Confidentiality), 11 (to the extent applicable to retained data), 14 (in respect of service credits claimed and refunds payable), 15 (Limitation of Liability), 16 (Indemnification) and 17 (Miscellaneous), remain in full force after termination.

No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their permitted successors and assigns only, and does not confer any right or remedy on any other person, except that the Affiliates and Representatives named as indemnified parties in Section 16 may enforce that Section.

Independent Contractors. The parties are independent contractors. This Agreement creates no partnership, joint venture, agency or employment relationship.

Insurance. WellDatabase will maintain, at its own expense, commercial general liability and professional liability (errors and omissions) insurance appropriate to the nature and scale of its obligations under this Agreement, and will provide certificates of insurance on Customer's reasonable written request. If the Order states specific coverage lines or limits, those lines and limits apply.

18. Acceptance and Execution

Customer accepts these Terms and Conditions by signing the Order, by accepting the Order through an electronic acceptance or e-signature mechanism provided by WellDatabase, or by accessing or using the Services following delivery of the Order. Acceptance of the Order also constitutes acceptance of the Data Processing Agreement where applicable.

Where the Order is accepted electronically, the person accepting represents that they are authorized to bind Customer, and such acceptance has the same legal effect as a handwritten signature. Where an electronic acceptance record is created, the date recorded by that system is the Effective Date unless the Order states a different Effective Date.

These Terms and Conditions are not separately signed. Execution of this Agreement occurs on the Order, and the signature or acceptance recorded on the Order binds both parties to these Terms and Conditions.