

MAIN SUBSCRIPTION AGREEMENT

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM, OR (3) USING ENVERUS PRODUCTS OR SERVICES (including on a trial basis), YOU ARE AGREEING TO THIS AGREEMENT. IF AN INDIVIDUAL IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “SUBSCRIBER” SHALL REFER TO SUCH ENTITY, OTHERWISE “SUBSCRIBER” SHALL REFER TO THE INDIVIDUAL ACCEPTING THIS AGREEMENT.

1. Product Access. During the Term and subject to Subscriber’s compliance with this Agreement, Enverus grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable, revocable license for Users to use Enverus Products solely for Internal Use. Products shall not be shared with affiliates or any third parties unless otherwise agreed to by Enverus in writing. Additional Users or Products may be added pursuant to an email submitted or confirmed by Subscriber. The Products are subject to usage limits specified in the Order Form and Documentation. If Subscriber exceeds usage limits, Subscriber will execute an Order Form for additional quantities of the applicable Products promptly upon Enverus’ request and/or pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below. Enverus may suspend or terminate access to all Enverus Products if Subscriber or any User is suspected of violating this Agreement.

2. Internal Use.

- a. As used herein, “Internal Use” means ordinary use for internal business purposes solely for the benefit of Subscriber (not including affiliates unless specified on the applicable Order Form). Upon request from Enverus, Subscriber shall demonstrate and discuss the scope of such use with Enverus.
- b. If Subscriber uses Enverus Products or Enverus Data to create projects, designs, reports, or other documents that are accessible by any third party, then:
 - i. Any included Enverus Data shall be limited to individual data points in text (not a database).
 - ii. Any included images or tables based on Enverus Data must be static image files (e.g., pdf or jpeg, not xls or csv) that do not display specific data points and from which it is not possible to reverse engineer, extract, or manipulate such data.
 - iii. Any such projects, designs, reports, or other documents may be provided to third parties only on an ad-hoc, asynchronous basis (not as part of a regular distribution, software product, or webpage and not updated in real-time or in accordance with a regular schedule) in a manner that is not capable of use substantially as a substitute for the Enverus Data or Products.
 - iv. Subscriber shall attribute Enverus by prominently including “Source: Enverus” and shall provide Enverus a copy upon request.
- c. “Internal Use” does not include the following and Subscriber shall not and shall not permit or authorize any third party to:
 - i. Extend any warranties on behalf of Enverus or imply that Enverus is responsible for reliability, accuracy, completeness, or currency of any information.
 - ii. Provide any third party with packages or summaries of Enverus Data or any material marked “Confidential” or “Not for distribution.”
 - iii. Use Enverus Products, Enverus Data, or any Enverus API other than for the Internal Use or sell, lease, license, sublicense, rent, loan, share, pledge, or otherwise transfer, with or without consideration, all or any part of Enverus Products or Enverus Data or permit third parties or Subscriber personnel that are not Users to benefit from them, including a timesharing, rental, outsourcing, service bureau, networking, hosted service, or other arrangement.
 - iv. Use Enverus Products, Enverus Data, or any Enverus API (1) to produce a commercial product or develop software in any form; (2) to build, develop, or provide any third parties or Subscriber personnel that are not Users with any software, code, scripts, models, interpretations, training data, apps, platforms, exchanges, websites, widgets, plugins or other tools; or (3) modify, copy, or create derivative works, packages, or summaries of any Products, Enverus Data, or Enverus API or any

part, feature, function or user interface thereof.

- v. Reverse engineer, decompile, decrypt, or disassemble Products, or attempt to de-aggregate or de-anonymize any data or information that has been aggregated or anonymized, remove proprietary notices or labels, use any robot, spider, or other automated method (other than an Enverus API) to access, download, or reproduce Enverus Data, or use Products in a way that causes a denial of service for other users or interferes with or unduly burdens performance.
- vi. Disclose or permit any third party to use confidential information of Enverus, including (i) Enverus Data, (ii) Documentation or technical information related to Enverus Products, and (iii) the provisions of this Agreement (including pricing).

d. Subscriber is authorized to employ Artificial Intelligence (“AI”) tools such as large language models, neural networks, and similar technology, to enhance its utilization of the Enverus Products or analyze/interpret Enverus Data for Internal Use. This usage shall comply with Subscriber’s obligations under this Agreement, including maintaining the confidentiality of the Enverus Products and Enverus Data. Subscriber expressly agrees that:

- i. *AI Platform Uploads.* Subscriber may upload Enverus Data or Product output to third-party or external AI platforms (e.g., Microsoft Copilot). However, Subscriber represents and warrants that such uploads are only to Subscriber-controlled internal instances and that such platforms do not utilize the uploaded Enverus Data or Enverus Product output for AI enrichment or training purposes or make such data otherwise available or accessible to any third parties.
- ii. *Prohibition on Commercial Product Development.* Subscriber shall not use any AI in conjunction with Enverus Data or Enverus Product output to create or develop any products or services intended for commercial sale. This includes, but is not limited to, software, derivative datasets, or consulting deliverables.

3. Subscriber Responsibilities. Subscriber is responsible for all activities of its Users, obtaining and maintaining any Subscriber equipment and any ancillary services needed to connect to, access, or use Enverus Products. Subscriber shall: (a) be responsible for Users’ compliance with this Agreement; (b) be responsible for the accuracy, quality and legality of Subscriber Data, the means by which Subscriber acquired Subscriber Data, Subscriber’s use of Subscriber Data with Enverus Products, and the interoperation of any Non-Enverus Applications with which Subscriber uses Products; (c) use commercially reasonable efforts to prevent unauthorized access to or use of Products, and notify Enverus promptly of any such unauthorized access or use; (d) use Products only in accordance with this Agreement and applicable laws and government regulations. Upon request from Enverus, Subscriber shall certify in writing that Enverus Products are being used in accordance with this Agreement.

4. Fees and Payment.

a. *Fees.* Subscriber will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Products purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

b. *Invoicing and Payment.* Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Subscriber is responsible for providing complete and accurate billing and contact information to Enverus and notifying Enverus of any changes to such information.

c. *Overdue Charges.* If any invoiced amount is not received by Enverus by the due date, then without limiting Enverus’ rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

d. *Suspension of Product Access.* If any charge owing by Subscriber is 30 days or more overdue, Enverus may, without limiting its other rights and remedies, suspend access to all Enverus Products until such amounts are paid in full, provided Enverus has given Subscriber at least 10 days’ prior notice that its account is overdue in accordance with the “Notices” section below.

e. *Taxes.* Enverus fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, “Taxes”). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Enverus has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this section, Enverus will invoice Subscriber and Subscriber will pay that amount unless Subscriber provides Enverus with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Enverus is solely responsible for taxes assessable against it based on its income, property, and employees.

f. *Accounts under \$10,000 per year.* All small business subscribers under \$10,000 per year must have a valid credit card or ACH

on file for billing purposes. Payment methods will be securely stored and automatically billed upon renewal, unless timely cancellation notice is received. Alternative payment methods (e.g., check by mail) are acceptable, but if not received on time, the payment method on file will be charged. Failure to maintain a valid credit card or ACH payment method on file may result in suspension or termination of the Enverus Subscription

5. Term and Termination.

a. *Term of Agreement.* This Agreement commences on the date Subscriber first accepts it or accesses any Products and continues until all subscriptions hereunder have expired (i.e., the latest date on an applicable Order Form) (the “Term”), unless otherwise terminated as described below.

b. *Term of Subscription.* The Term of each Subscription shall be as specified in the applicable Order Form. **SUBSCRIPTIONS WILL AUTOMATICALLY RENEW FOR ADDITIONAL PERIODS, WHICH SHALL BE THE LONGER OF (1) ONE YEAR OR (2) THE SAME LENGTH OF THE PREVIOUS TERM (EACH, A “RENEWAL TERM”), UNLESS OTHERWISE SPECIFIED IN AN ORDER FORM OR EITHER PARTY GIVES THE OTHER NOTICE OF NON-RENEWAL AT LEAST 90 DAYS BEFORE THE END OF THE RELEVANT SUBSCRIPTION TERM. UNLESS OTHERWISE AGREED TO IN WRITING, RATES FOR A RENEWAL TERM WILL BE ENVERUS’ THEN-CURRENT MARKET RATE.**

c. *Termination.* A party may terminate this Agreement and any Order Form (i) for a material breach if such breach is not cured within thirty (30) days after giving written notice to the breaching party or (ii) for convenience upon ninety (90) days’ written notice.

d. *Refund or Payment upon Termination.*

- i. *By Subscriber.* If this Agreement is terminated by Subscriber for material breach in accordance with the “Termination” section above, Enverus shall pay to Subscriber, within thirty (30) days, a pro rata refund for any prepaid fees covering the remainder of the term of the Order Form after the effective date of termination. If this Agreement is terminated by Subscriber for convenience in accordance with the “Termination” section above, Subscriber shall pay to Enverus, within thirty (30) days, any unpaid fees for the full Term, including any Renewal Term in accordance with Section 5b. Any fees that otherwise would have become due later in the Term shall accelerate and immediately become due and payable. In no event will termination relieve Subscriber of its obligation to pay any fees payable to Subscriber.
- ii. *By Enverus.* If this Agreement is terminated by Enverus for material breach in accordance with the “Termination” section above, Subscriber will pay any unpaid fees for the full Term, including any Renewal Term in accordance with Section 5b. Any fees that otherwise would have become due later in the Term shall accelerate and immediately become due and payable. If this Agreement is terminated by Enverus for convenience in accordance with the “Termination” section above, Enverus shall issue a pro rata refund to Subscriber for any prepaid fees covering the period after the effective date of termination.

e. *Results of Termination.* Upon termination or expiration of the Agreement (i) all rights, licenses, and access to Enverus Products terminate; (ii) Subscriber shall promptly destroy all copies (including copies in email) of all Enverus Data in Subscriber’s possession or control; (iii) Subscriber shall cause each User to certify that it has completed these procedures and provide such certifications to Enverus; and (iv) Enverus may pursue any remedies available at law or in equity. Subscriber may retain Enverus Data to the extent necessary to comply with applicable law or archival policies, subject to continued application of this Agreement. If Subscriber’s Product access changes, this provision shall apply to Products to which Subscriber no longer has access. If Subscriber makes any material misrepresentations to Enverus or materially violates Section 2 of this Agreement or this Section 5e, then until such violations are cured and all provisions of this Section 5e have been complied with, Subscriber shall pay Enverus an amount per day equal to three times Subscriber’s most recent annual fees divided by 365, as liquidated damages and not as a penalty, which Subscriber agrees is reasonable given the difficulty in determining actual damages.

6. Representations, Warranties, Exclusive Remedies, and Disclaimers.

a. *Representations.* Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b. *Enverus Warranties.* Enverus warrants that:

- i. The Products will perform materially in accordance with the applicable Documentation.

- ii. Enverus will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Subscriber Data. Those safeguards will include measures designed to prevent unauthorized access to or disclosure of Subscriber Data (other than by Subscriber's Users).
- iii. For any breach of an above warranty, Subscriber's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections above.

c. *Disclaimers.* **EXCEPT AS EXPRESSLY PROVIDED HEREIN, ENVERUS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING, TO THE MAXIMUM EXTENT PERMITTED BY LAW. ENVERUS DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL MEET REQUIREMENTS OR THAT THEY ARE SUITABLE FOR NEEDS OR THAT THE DATA OR RESULTS ARE CORRECT, ACCURATE, TIMELY, COMPLETE, SUITABLE, OR RELIABLE. PROPRIETARY DATA IS COMPILED FROM SOURCES BEYOND ENVERUS' CONTROL AND ERRORS, GAPS, AND INACCURACIES MAY EXIST. THE PRODUCTS AND PROPRIETARY DATA ARE PROVIDED ON AN "AS IS WITH ALL FAULTS" BASIS WITHOUT WARRANTIES OF ANY KIND. SUBSCRIBER ASSUMES ALL RISK OF ERRORS AND OMISSIONS IN THE PRODUCTS AND PROPRIETARY DATA. THE PRODUCTS ARE A SUPPLEMENT TO, NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PROFESSIONALS. SUBSCRIBER ACCEPTS ALL RISKS IN ITS USE OF THE PRODUCTS INCLUDING BUT NOT LIMITED TO ANY INVESTMENT, ACQUISITION, DEVELOPMENT, PRODUCTION OR FINANCIAL DECISIONS. NO INFORMATION OBTAINED THROUGH USE OF THE PRODUCTS SHALL CONSTITUTE INVESTMENT ADVICE, TRADING RECOMMENDATIONS, OR TRADING INFORMATION. THESE DISCLAIMERS SHALL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME OF THE ABOVE MAY NOT APPLY IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.**

7. Indemnification.

a. *Enverus Indemnity.* Subject to Section 7c, Enverus shall defend, indemnify, and hold harmless Subscriber against any action to the extent based on a claim that the unmodified Products infringe a patent, copyright, or trademark ("IP Claim"). If adjudged to infringe, Enverus shall, at its option (i) procure for Subscriber the right to continue using Enverus Products, (ii) modify or replace Enverus Products so that they do not infringe, or (iii) terminate the Agreement and refund the part of the pre-paid fee applicable to period after termination. Enverus shall have no liability for claims based on: (1) use of other than current, unaltered Products, (2) use of Products in combination with non-Enverus products, software, services, or data, (3) third-party software or data, or (4) failure to use Enverus Products in accordance with the Documentation, this Agreement, or for their intended purpose. **THE FOREGOING STATES THE ENTIRE LIABILITY OF ENVERUS AND THE EXCLUSIVE REMEDY OF SUBSCRIBER WITH RESPECT TO CLAIMS OF INFRINGEMENT OF ANY KIND.**

b. *Subscriber Indemnity.* Subject to Section 7c, Subscriber shall defend, indemnify, and hold harmless Enverus and its affiliates against any claims, actions, losses, liabilities, injuries, expenses, costs (including all reasonable attorneys' fees and costs of litigation), and damages, resulting from or arising out of: (i) a third-party's claim that the combination of a non-Enverus application or configuration used with Enverus Products infringes or misappropriates such third-party's intellectual property rights, (ii) Subscriber's misuse of Enverus Products in an unlawful manner or in violation of this Agreement. **SUBSCRIBER'S OBLIGATIONS SHALL APPLY EVEN IF RESULTING FROM A BREACH OF CONTRACT, STRICT LIABILITY OR VIOLATION OF THE TEXAS DECEPTIVE TRADE AND PRACTICES ACT.**

c. *Conditions.* The indemnified party shall: (i) promptly notify the indemnifying party in writing of any claim (failure to provide such prompt notice shall only affect the rights of an indemnified party to the extent that such failure has a prejudicial effect on the defenses or other rights available to the indemnifying party), (ii) allow the indemnifying party to have sole control of the defense and all related settlement negotiations (the indemnified party may retain independent counsel at its own expense), and (iii) provide the indemnifying party with the information, authority and assistance necessary to perform the indemnifying party's obligations under this Section.

8. Limitation of Liability. NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE UNDER ANY LEGAL THEORY, WHETHER TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT, STRICT LIABILITY, STATUTORY, OR OTHERWISE, FOR ANY SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND,

INCLUDING LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR DATA, RELATING TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF APPRISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. ENVERUS' CUMULATIVE AND AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAYABLE BY SUBSCRIBER TO ENVERUS IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY MINUS ANY AMOUNTS PREVIOUSLY PAID BY ENVERUS TO SUBSCRIBER IN SATISFACTION OF ANY LIABILITY UNDER THIS AGREEMENT. THIS SECTION 8 FAIRLY ALLOCATES THE RISKS BETWEEN THE PARTIES AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND APPLIES NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CERTAIN DAMAGES SO SOME OF THESE LIMITATIONS MAY NOT APPLY. THIS SECTION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS OR VIOLATIONS OF SECTIONS 2 OR 5.

9. Data Processing.

a. *Personal Data.* Our privacy policy describes our practices regarding our collection and use of personal information in the course of our business, including the course of providing Enverus Products to the Subscriber. In particular, our privacy policy describes the types of personal information we collect; how we collect, use, and share personal information; our legal basis for using personal information; how long we keep personal information; how we protect personal information; the countries to which we may transfer personal information, and the rights of individuals regarding their personal information. Our privacy policy is accessible on our website at <https://www.enverus.com/privacy-policy/>. It is updated from time to time, so we encourage you to review it regularly. The Subscriber represents and warrants to Enverus that any personal information which the Subscriber provides to us is collected, used, and shared by the Subscriber in accordance with applicable data protection laws. In no event shall Enverus retain, use, sell or disclose any personal information or data that we have received from Subscriber for any purpose other than for the specific purpose of providing Enverus Products specified in this Agreement, except as may be required by law.

To the extent Personal Data from the European Economic Area (EEA), the United Kingdom or Switzerland are processed by Enverus, the Standard Contractual Clauses of the General Data Protection Regulation (GDPR), as further set forth in an applicable data processing addendum, and/or, if applicable, Enverus' commitments under the Data Privacy Framework shall apply. For the purposes of the Standard Contractual Clauses, Subscriber is the controller and data exporter. Subscriber's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Subscriber made within 30 days after the effective date of termination or expiration of this Agreement, Enverus will make Subscriber Data available to Subscriber for export or download. After such 30-day period, Enverus will have no obligation to maintain or provide any Subscriber Data.

b. *Anonymized Data.* Anonymized Data refers to information or data that has been collected and aggregated from multiple sources or individual data points derived from Product usage into anonymized form. This process is done to protect the privacy and confidentiality of the original source while providing valuable insights and trends into our Products, and is used for statistical analysis, reporting, research, and development purposes. Subscriber acknowledges and agrees that Enverus may collect, store, and use such information for any lawful business purpose. Enverus may disclose such Anonymized Data to third parties without restriction. Anonymized Data shall not include any sensitive or personal information. This Section 9 does not give Enverus the right to identify Subscriber as the source of the Anonymized Data.

c. *Subscriber Data.* Enverus will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Subscriber Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Subscriber Data by Enverus personnel except (a) to provide Enverus Products and prevent or address service or technical problems, (b) as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below, or (c) as expressly permitted in writing by Subscriber. Subscriber warrants that the Subscriber Data will not infringe the Intellectual Property rights or other legal rights of any person or third party, and will not breach the provisions of any law, statute, or regulation, in any jurisdiction. If a data processing addendum ("DPA" available at www.enverus.com/wp-content/uploads/2022/10/Enverus-Standard-DPA-Oct-2022-v2.docx.pdf) is agreed to by Subscriber and Enverus, then the DPA shall be incorporated herein. Subscriber shall not upload, transmit, or store any Subscriber Data that could be reasonably considered Personally Identifiable Information (PII) within Enverus Products without obtaining prior written consent from Enverus. Enverus shall not be liable for any damages, losses, or claims arising from Subscriber's violation of this provision.

10. Ownership / Feedback / Reference. The Products, Enverus Data, Anonymized Data, and all derivatives thereof and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights associated therewith are the valuable, exclusive

property of Enverus protected by contract and intellectual property laws. This Agreement does not transfer or assign any ownership rights to Subscriber or anyone else, nor shall Subscriber challenge Enverus' ownership of such property. Enverus reserves the right to alter Enverus Products, implement user priorities, implement rules for use, discontinue certain functional aspects of Enverus Products, or add, withdraw, or alter any Enverus Data. Any ideas, feedback, suggestions, corrections, alterations, improvements, additional data points, requests, questions, comments, results of any test or evaluation and the like provided by Subscriber to Enverus ("Feedback"), including any enhancement, improvements, or new features to same, will be the property of Enverus. Subscriber hereby assigns and agrees to assign to Enverus all right, title and interest worldwide in the Feedback and the related intellectual property rights. Enverus may publicly identify Subscriber as a customer, including on its website, government filings, and in marketing materials.

11. Unauthorized Use. Enverus may utilize security keys and other enforcement mechanisms in Enverus Products. Subscriber shall not attempt to defeat or circumvent any encryption, security, or enforcement mechanisms. Subscriber will prevent unauthorized use of Enverus Products and immediately notify Enverus of any unauthorized use. Subscriber will require each User to keep its user ID and password for Enverus Products confidential and not share user IDs with other companies or individuals. If Subscriber or any User suspects that any of its passwords have been disclosed or made known to any other person or if any User ceases to be an employee or contractor of Subscriber, Subscriber will immediately notify Enverus at support@enverus.com. Enverus shall have the right to suspend, cap, limit, or disable file transfers, downloads, and exports as part of Product design, to protect Enverus Data, or to facilitate operations.

12. Additional Security Measures. Subscriber may need to enable additional security measures, such as two-factor authentication, in order to access particular features of some Enverus Products. If Subscriber subsequently removes those security features, Subscriber or Users may not be able to continue to access particular features of the applicable Enverus Products.

13. Confidentiality.

a. *Definition of Confidential Information.* "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Subscriber includes Subscriber Data; Confidential Information of Enverus includes Enverus Products, Enverus Data, pricing, business and marketing plans, technology and technical information, product plans and designs, and business processes. However, Confidential Information does not include Anonymized Data or any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

b. *Protection of Confidential Information.* The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's, or accountant's compliance with this "Confidentiality" section.

c. *Compelled Disclosure.* The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

14. Force Majeure. Enverus shall not be liable for any loss or liability related to a Force Majeure event. Such events include electrical outages, fires, floods, extraordinary weather conditions, earthquakes, acts of God, pandemics, equipment failures, DoS/DDoS or similar attacks, connection problems, weather, strikes, walkouts, riots, armed conflicts, terrorism, labor dispute, action of government, communications or power failure, equipment or software malfunctions, wild beasts, acts of war, or any causes outside the reasonable control of Enverus. Enverus shall have no responsibility to provide access to Enverus Products during such delays or interruption regardless of the cause and shall not be deemed to be in breach of this Agreement as a result thereof.

15. Third Party Content. The Products may contain data obtained from data providers or other third parties, content posted by customers, and links to third-party websites or resources (“Third-Party Content”). Enverus is not responsible for external sites or resources and has no control over, does not endorse, and does not make any representations or warranties with respect to Third-Party Content. Enverus is not responsible or liable for any damage related to use of or reliance on any Third-Party Content. Subscriber shall evaluate, and bear all risks associated with, the use of any Third-Party Content, including any reliance on the accuracy, completeness, or usefulness. Subscriber’s correspondence or business dealings with, or participation in promotions of, providers of Third-Party Content, including payment and delivery of related products or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between Subscriber and such providers. Enverus respects intellectual property rights and asks Subscriber to do the same and reserves the right, in its sole discretion, to terminate access for any User who is the subject of infringement notifications.

16. Assignment. Subscriber shall not transfer or assign, whether by operation of law, merger, change of ownership, change of control or otherwise, this Agreement or any of the rights conferred or obligations imposed by this Agreement, without Enverus’ written permission, which may be withheld in Enverus’ sole discretion. No transfer or assignment shall discharge any obligations under this Agreement. Attempted assignment in violation of this provision shall be void and of no effect. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties’ and their respective permitted successors, transferees, and assigns. If Subscriber acquires or is acquired by another Enverus customer or its affiliate (regardless of the form of the transaction), Subscriber's fee may be increased to account for the combined entity.

17. Relationship of the Parties. This Agreement shall not create or establish an agency, partnership, or joint venture between the Parties and the Parties jointly and severally disclaim any such relationship. The Parties are acting solely as independent contractors and neither Party owes any fiduciary, special, implied, or other duty to the other Party.

18. Waiver of Trial by Jury. **IN ANY JUDICIAL PROCEEDINGS, THE PARTIES KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.**

19. Enverus Contracting Entity, Notices, Governing Law, and Venue. The Enverus entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depending on where the Subscriber is domiciled, shall be as follows:

If Subscriber is domiciled in:	The Enverus entity entering into this Agreement is:	Notices should be addressed to:	Governing Law:	Courts with exclusive jurisdiction are:
The United States of America or any nation besides Canada or Spain	Enverus, Inc., a Texas Corporation	2901 Via Fortuna Building 6, Suite 100 Austin, TX, 78746	Texas and controlling United States Federal Law	Austin, Travis County, Texas, U.S.A.
Canada	Enverus Canada, Inc., an Alberta Corporation	2901 Via Fortuna Building 6, Suite 100 Austin, TX, 78746	Alberta and controlling Canadian Federal Law	Calgary, Alberta, Canada
Spain	Enverus, Inc., a Texas Corporation	2901 Via Fortuna Building 6, Suite 100 Austin, TX, 78746	Community of Madrid and controlling Spanish Federal Law	Madrid, Community of Madrid, Spain

Enverus may also seek injunctive or equitable relief in any court. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are specifically excluded. Subscriber agrees that any breach of Enverus’ intellectual property rights, including confidential or proprietary information and restrictions on use, will cause Enverus irreparable damage for which recovery of money damages would be inadequate, and Enverus shall therefore be entitled to obtain injunctive relief to protect such rights. Subscriber hereby waives the requirement of a bond in the event Enverus seeks injunctive relief. In addition to any other relief, at law or in equity, Enverus shall be entitled to recover from Subscriber all attorneys’ fees and any costs of any litigation.

20. Export Controls. The Products are subject to U.S. Export Administration Regulations. Diversion or use contrary to U.S. or other applicable law and regulation is prohibited. Subscriber agrees not to export, import, or transmit Products, Enverus Data or any other

software or technical data to any country or end user or for any use in (1) any countries subject to U.S. trade embargoes (and all other nations that may from time to time be included on such a list); or (2) any persons or entities on the U.S. “Denied Persons List,” “Specially Designated Nationals List,” and “Entities List;” or (3) other locations or persons prohibited by law. Subscriber represents that neither the U.S. Bureau of Industry and Security nor any other governmental agency has issued sanctions against Subscriber or denied Subscriber’s export privileges.

21. Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

22. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the day of sending by email. Notices to Enverus will be addressed to the attention of its Chief Legal Officer, at Enverus, Inc., 2901 Via Fortuna #100, Austin, Texas 78746, and emailed to shawn.shillington@enverus.com. Notices to Subscriber will be addressed to the relevant contact designated by Subscriber on the applicable Order Form.

23. Audit. During regular business hours, following a minimum of 10 business days’ notice, any persons designated by Enverus may have access to Subscriber’s offices or locations in order to observe the use made of Enverus Products and to examine and inspect any computers or other devices, as well as any books and records maintained by Subscriber in connection with its receipt of Enverus Data, use of Enverus Products, compliance with this Agreement, and internal safeguards designed to prevent non-compliance.

24. Amendments.

- a. This Agreement may only be amended by the signed written agreement of both parties, unless otherwise expressly permitted within the Agreement.
- b. Enverus may amend any part of this Agreement on at least ninety (90) Days’ written notice to Subscriber unless Enverus is required by law/regulation, to implement the amendment sooner, in which case, Enverus will provide such notice as Enverus is legally permitted.
- c. Enverus may add or delete Products or Enverus Data and change its technical specifications. Unless precluded by malfunction, emergency or regulatory requirement, Enverus will use commercially reasonable efforts to provide Subscriber with: (i) advance notice of any such changes; or (ii) ninety (90) Days’ advance notice for material changes.

25. Agreement Interpretation. The Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement, whether written or oral, between the Parties with respect to Enverus Products. Subscriber is not relying on any inducements, promises, representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in Section 6. The Agreement shall be construed as if both Parties equally participated in its drafting, and thus shall not be construed against either Party as drafter. The Agreement may be modified only in a subsequent written agreement signed by both Parties specifically referencing this Agreement. No waiver of any provision of the Agreement by either Party shall constitute a waiver of any remedy available as a result of a subsequent breach of the same provision. If a court determines that any provision of the Agreement is unlawful or unenforceable in any respect, the court shall reform the Agreement by modifying such provision so as to render it enforceable or, if modifying the provision is not possible, then deleting such provision. The court shall then fully enforce the Agreement as reformed. If any of the terms and conditions of the Agreement conflict with any order, text, manual or other document, this Agreement shall prevail and govern, regardless of whether such other document originated prior or subsequent to the Agreement, or was signed or acknowledged by any director, officer, employee, representative or agent of Enverus. Headings are included for the convenience of the Parties and shall not be used to define, limit, enlarge or interpret the scope of the Agreement or any of its provisions. “Including” means including without limitation. There are no third- party beneficiaries under this Agreement.

26. Definitions.

- a. “Anonymized Data” means information or data that has been collected and aggregated from multiple sources or individual data points derived from Subscriber’s Product usage into anonymized form. Any identifying details related to any specific individual or entity shall be removed.
- b. “Agreement” means this Main Subscription Agreement and any Order Forms, exhibits, schedules, and addenda attached hereto or later entered into in the future that reference this Main Subscription Agreement, which shall all collectively be considered one agreement.
- c. “Documentation” means Enverus’ online user guides, documentation, and help and training materials, as updated from time to time, provided by Enverus or accessible via Enverus.com or login to the applicable Product.
- d. “Enverus Data” means all files or data that Subscriber obtains from Enverus or by using Enverus Products, including all

databases, elements, records, documents, indexes, analyses, models, maps, tables, charts, PDFs, APIs, Anonymized Data, and all structured, augmented, or other value-added data derived from Subscriber Data or other data points, regardless of the source of the underlying information.

e. "Enverus Products" means the products and services ordered by Subscriber under an Order Form and made available by Enverus.

f. "Order Form" means an ordering document specifying Enverus Products to be provided to Subscriber by Enverus.

g. "Party" and collectively "Parties" means Enverus and Subscriber.

h. "Subscriber" means the entity or individual with access to Enverus Products or named in an Order Form or invoice for Enverus Products.

i. "Subscriber Data" means all files or data that Enverus obtains from Subscriber, including as the result of Users using Enverus Products, but does not include Enverus Data.

j. "Term" means the total length of all subscription periods specified in an Order Form (e.g., if an Order Form includes subscriptions over a period of three years, then the Term is three years) plus any renewal periods.

k. "User" means an individual employee, contractor, or representative of Subscriber who is assigned a user ID and password to access Enverus Products. Each User must have a unique email address at a domain name controlled by Subscriber.