



TERMS & CONDITIONS

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ENVERUS ORDER FORM, OR (3) USING ENVERUS PRODUCTS OR SERVICES (including on a “Trial” basis), CUSTOMER AGREES 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 THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY, OTHERWISE “CUSTOMER” SHALL REFER TO THE INDIVIDUAL ACCEPTING THIS AGREEMENT.

1. Products.

a. *Access.* During the Term and subject to Customer’s compliance with this Agreement, Enverus grants Customer a non-exclusive, non-transferable, non-sublicensable right for Users to use the Products solely for Customer’s Internal Use. Additional Users, Products, and Services may be added pursuant to an email submitted or confirmed by any authorized representative of Customer. The Products are subject to usage limits specified in the Order Form and Documentation. If Customer exceeds usage limits, Enverus may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If Customer is unable or unwilling to abide by usage limits, Customer 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.

b. *Creation of Work Product.* Customer may incorporate Proprietary Data into its work product (i) as static images that do not display specific data points and from which it is not possible to extract or manipulate such data and/or (ii) in text containing individual data points (“Customer Work Product”). Customer may provide Customer Work Product to third parties only on an ad-hoc, asynchronous basis (not updated in real-time or in accordance with a regular schedule). Customer shall make commercially reasonable efforts to attribute Enverus on all Customer Work Product by prominently including “Source: Enverus, [product name], [year accessed]” and, upon request, shall make commercially reasonable diligent efforts to provide Enverus a copy of all Customer Work Product. Customer Work Product shall not extend any warranties on behalf of Enverus or imply that Enverus is responsible for reliability, accuracy, completeness or currency of any Proprietary Data or Customer Work Product. Customer Work Product shall not include packages or summaries of Proprietary Data or any material marked “Confidential” or “Not for distribution.”

c. *Customer Data.* Customer hereby grants to Enverus a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, and translate Customer Data to the extent reasonably required for the performance of Enverus’ obligations and the exercise of Enverus’ rights under this Agreement. Customer also grants to Enverus the right to sub-license these rights to its necessary service providers and other third parties for the purpose of providing the Services and Products contemplated by this Agreement subject to the express restrictions herein. If Enverus extracts data from Customer’s documents, it may use automated or other methods and such extraction may result in inaccuracies or inconsistencies. Enverus does not warrant the accuracy of any extracted data or other data provided via the Products. Customer authorizes Enverus to use Customer Data to provide the Products and improve Products and operations generally, e.g., development, diagnostics, and testing, or for other business purposes. Customer warrants that the Customer 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. At the Customer’s election, the terms of the [data processing addendum \(“DPA”\)](#) posted as of the Effective Date may be incorporated herein by reference, provided that such DPA has been executed by Customer.

2. Restrictions. Customer shall not and shall not permit or authorize any third party to:

a. Use the Products, Services, Proprietary Data, or any Enverus API other than as authorized or sell, lease, license, sublicense, rent, loan, share, pledge, or otherwise transfer, with or without consideration, all or any part of the Products, Services, or Proprietary Data or permit third parties to benefit from them, including a timesharing, rental, outsourcing, service bureau, networking, hosted service, or other arrangement.

b. Use the Products, Services, Proprietary Data, or any Enverus API to compete with Enverus or build, develop, or provide any third party with any software, code, scripts, models, apps, ~~Page 1 of 1~~ exchanges, websites, widgets, plugins or other tools or modify,

copy, or create derivative works, packages, or summaries of any Products, Services, Proprietary Data, or Enverus API or any part, feature, function or user interface thereof.

c. 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, except to the extent this restriction is prohibited by applicable law, or remove proprietary notices or labels, use any robot, spider, or other automated method (other than an Enverus API) to access, download, or reproduce Proprietary Data, or use Products in a way that causes a denial of service for other users or interferes with or unduly burdens performance.

d. Disclose or permit any third party to use confidential information of Enverus, including (i) Proprietary Data, (ii) Documentation or technical information related to the Products, and (iii) the provisions of this Agreement (including pricing terms).

Enverus may suspend or terminate access to the Products if Customer or any User violates these restrictions.

3. Customer Responsibilities. Customer is responsible for all activities of its Users, obtaining and maintaining any Customer equipment, and any ancillary services needed to connect to, access, or use the Products. Customer shall: (a) be responsible for Users' compliance with this Agreement; (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Products, and the interoperation of any Non-Enverus Applications with which Customer 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, applicable laws and government regulations. Any breach of the foregoing may result in suspension of Customer's access to the Products. Upon request from Enverus, Customer shall certify in writing that the Products are being used in accordance with this Agreement, including that only Users are using the Products.

4. Payments. Customer shall pay all fees within 30 days of receipt of the invoice unless otherwise specified on the applicable invoice or Order Form. Enverus shall have the right to invoice in advance and require payment in advance of providing access to Products or Services. Payment obligations, including all fees for the entire Term, are non-cancelable, regardless of access or usage, and, except as provided in section 5(b), fees paid are non-refundable. Enverus may suspend or terminate access to the Products in its sole discretion if fees are not paid in accordance with this provision. Customer will not setoff or offset any claims against Enverus' invoices. Fees are exclusive of taxes, levies, duties and other fiscal charges, other than taxes on Enverus' income, including but not limited to sales tax, use tax, withholding, value-added or similar tax, and property taxes (collectively, "Taxes"). Customer is responsible for the payment of all Taxes unless and only to the extent that Customer provides Enverus with a valid tax exemption certificate authorized by the appropriate taxing authority. Upon termination or suspension of this Agreement, all unpaid fees for the full Term shall accelerate and be immediately due and payable. Enverus shall have the right to charge interest on any delinquent balances at the rate of one and a half percent (1.5%) per month plus reasonable expenses incurred by Enverus in collection efforts, up to the maximum rate permitted by law.

5. Term and Termination. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired (i.e., the latest date on the applicable Order Form) or have been terminated (the "Term").

a. Renewals. UNLESS CUSTOMER PROVIDES WRITTEN TERMINATION NOTICE TO ENVERUS 90 DAYS PRIOR TO THE RENEWAL DATE CERTIFYING THAT IT WILL COMPLY WITH SECTION 5(C), ENVERUS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO RENEW THIS AGREEMENT AND THE PRODUCT SUBSCRIPTIONS FOR SUBSEQUENT PERIODS WHICH SHALL BE THE LONGER OF (A) ONE YEAR AND (B) THE SAME LENGTH OF TIME AS THE ORIGINAL TERM SPECIFIED IN THE ORDER FORM (EACH A "RENEWAL TERM"). UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES, RATES FOR RENEWAL TERMS WILL BE ENVERUS' THEN-CURRENT RATE.

b. Termination. Enverus shall have the right to terminate the Agreement without refund if Customer violates any of the terms and conditions of the Agreement and the violation is not cured within thirty (30) days after receiving written notice from Enverus of the violation. Customer shall have the right to terminate the Agreement if Enverus violates any of the terms and conditions of the Agreement and the violation is not cured within thirty (30) days after receiving written notice from Customer of the violation. Enverus may terminate the Agreement immediately without cause at any time upon notice followed by issuance to Customer of a pro rata refund of the fees applicable to the remainder of the Term. Customer may terminate the Agreement without cause at any time upon notice to Enverus and payment of all unpaid fees for the full Term, including 100% of the estimated annual revenue for any usage-based fees, without refund or setoff, and such a termination shall not relieve Customer of its obligation to pay fees for the full Term.

c. Results of Termination. Upon termination or expiration of the Agreement (i) all rights, licenses, and access to the Products and Services terminate; (ii) if applicable, Customer shall promptly destroy all copies (including copies in email) of Proprietary Data in

Customer's possession or control; (iii) Customer 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. Customer may retain a copy of the Proprietary Data to the extent necessary to comply with applicable law or archival policies and Customer Work Product, in each case subject to continued application of Sections 1b, 2, and 3. If Customer's Product access changes, this provision shall apply to Products to which Customer no longer has access. If Customer violates this Section 5c, Customer shall pay Enverus three times Customer's most recent annual fees, as liquidated damages and not as a penalty.

6. Warranties.

a. Enverus warrants that during the Term:

- i. Enverus will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. Those safeguards will include measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). To the extent Personal Data from the European Economic Area (EEA), the United Kingdom or Switzerland are processed by Enverus, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer is the data exporter, and Customer's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Enverus will make Customer Data available to Customer for export or download. After such 30-day period, Enverus will have no obligation to maintain or provide any Customer Data.
- ii. Enverus will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data.
- iii. Enverus will not materially decrease overall security.
- iv. The Products and Services will perform materially in accordance with the Documentation.
- v. The Services will be provided in a professional manner consistent with industry standards and practices.

Customer's exclusive remedies for any breach of these warranties are those described in the "Termination" section above.

b. 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. 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.

c. 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. CUSTOMER ASSUMES ALL RISK OF ERRORS AND OMISSIONS IN THE PRODUCTS AND PROPRIETARY DATA. CUSTOMER SHALL IMPLEMENT SUFFICIENT PROCEDURES AND CHECKS TO SATISFY ITS REQUIREMENTS FOR ACCURACY AND SUITABILITY AND MAINTAIN MEANS FOR THE RECONSTRUCTION OF LOST DATA.

d. THE PRODUCTS ARE A SUPPLEMENT TO, NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PROFESSIONALS. CUSTOMER ACCEPTS ALL RISKS IN ITS USE OF THE PRODUCTS INCLUDING BUT NOT LIMITED TO ANY INVESTMENT, ACQUISITION, DRILLING, WELL TREATMENT, PRODUCTION OR FINANCIAL DECISIONS. NO INFORMATION OBTAINED THROUGH USE OF THE PRODUCTS OR SERVICES SHALL CONSTITUTE INVESTMENT ADVICE, TRADING RECOMMENDATIONS, OR TRADING INFORMATION.

e. 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 Customer against any action to the extent based on a claim that the unmodified Products infringe a patent or a copyright, trademark, or trade secret (“IP Claim”). If adjudged to infringe, Enverus shall, at its option (i) procure for Customer the right to continue using the Products, (ii) modify or replace the 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 the Products in accordance with the Documentation, the terms of this Agreement, or for its intended purpose. **THE FOREGOING STATES THE ENTIRE LIABILITY OF ENVERUS AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO CLAIMS OF INFRINGEMENT OF ANY KIND.**

b. *Customer Indemnity.* Subject to Section 7c, Customer shall indemnify 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 the Products or Services infringes or misappropriates such third-party’s intellectual property rights, (ii) Customer’s misuse of the Products or Services in an unlawful manner or in violation of this Agreement. **CUSTOMER’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 SERVICES, 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 PAID BY CUSTOMER TO ENVERUS IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY MINUS ANY AMOUNTS PREVIOUSLY PAID BY ENVERUS TO CUSTOMER 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 SECTION 2.

9. Privacy Policy. Enverus may obtain information from Customer directly or indirectly in accordance with Enverus’ Privacy Policy, available at <https://www.enverus.com/privacy-policy/>. Customer acknowledges and agrees that Enverus may collect, store, and use such information, including user data and meta-data, documents, usage, volume statistical information, and other data and statistics (“Aggregated Data”) for any lawful business purpose such as to develop, create, extract, or otherwise generate statistics and other information and analyze use of the Products. Enverus may disclose such Aggregated Data on an anonymized basis to third parties without restriction. Aggregated Data shall not include any sensitive personal information. This Section 9 does not give Enverus the right to identify Customer as the source of the Aggregated Data.

10. Ownership / Feedback / Reference. The Products, Services, Proprietary Data, Aggregated Data, and all derivatives thereof (other than Customer Work Product) 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 Customer or anyone else. Enverus reserves the right to alter the Products, implement user priorities, implement rules for use, discontinue certain functional aspects of the Products, or add, withdraw, or alter any Proprietary Data. Except as expressly provided in this Agreement, Customer shall have no rights to the Products or any related intellectual property

rights whether by implication, estoppel or otherwise, and Enverus reserves all rights, title and interest. Customer shall not challenge or make any claim or take any action adverse to Enverus' ownership of any such property, including the Proprietary 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 Customer to Enverus ("Feedback"), including any enhancement, improvements or new features to same, will be the property of Enverus. Customer hereby assigns and agrees to assign to Enverus all right, title and interest worldwide in and to the Aggregated Data and the Feedback and the related intellectual property rights. Enverus, upon obtaining Customer's prior written consent, may publicly identify Customer 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 to prevent operation of the Products outside the bounds authorized hereunder. Customer shall not attempt to defeat or circumvent any such encryption, security, or enforcement mechanisms. Customer will prevent unauthorized use of the Products and immediately notify Enverus of any unauthorized use. Customer will require each User to keep its user ID and password for the Products confidential and not share user IDs with other individuals. If Customer or any User suspects that any of its passwords have been disclosed or made known to any other person or if any previously User ceases to be an employee or contractor of Customer, Customer 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 Proprietary Data, or to facilitate operations.

12. Force Majeure. Enverus shall not be liable for any loss or liability related to a Force Majeure event. Such events include, flood, extraordinary weather condition, earthquake, or acts of God, pandemics, equipment failures, DoS/DDoS or similar attacks, connection problems, weather, strikes, walkouts, fire, 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 the 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.

13. Third Party Content. The Products may contain data obtained from data providers, 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. Customer shall evaluate, and bear all risks associated with, the use of any Third-Party Content, including any reliance on the accuracy, completeness, or usefulness. Customer'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 Customer and such providers. Enverus respects intellectual property rights and asks Customer 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.

14. Assignment. Customer 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 Customer acquires or is acquired by another Enverus customer or its affiliate (regardless of the form of the transaction), the acquiring Enverus customer's fee may be increased to account for the combined entity.

15. 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.

16. 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.

17. Enverus Contracting Entity, Notices, Governing Law, and Venue. The Enverus entity entering into this Agreement, the address to which Customer 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 Customer is domiciled, shall be as follows:

If Customer 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	Enverus, Inc., a Texas corporation	2901 Via Fortuna Building 6, Suite 200 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 200 Austin, TX, 78746	Alberta and controlling Canadian Federal Law	Calgary, Alberta, Canada

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. Breach of Enverus' intellectual property rights, including confidential or proprietary information and restrictions on use, may 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. Customer 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 Customer all attorneys' fees and any costs of any litigation.

18. US Government End Users. Enverus provides the Products, including related software and technology, for ultimate federal government end use in accordance with the following: The Products consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Products shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum.

19. 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. Customer agrees not to export, import, or transmit Products, Proprietary 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. Customer represents that neither the U.S. Bureau of Industry and Security nor any other governmental agency has issued sanctions against Customer or denied Customer's export privileges.

20. 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.

21. 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 the Products. 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.

22. Definitions.

- a. "Customer Data" means data and information submitted by or for Customer to the Products, excluding Proprietary Data.

- b. "Documentation" means the applicable Product's documentation at Enverus.com and its usage guides and policies, as updated from time to time, provided by Enverus or accessible via Enverus.com or login to the applicable Product.
- c. "Internal Use" means ordinary use for internal business purposes solely for the benefit of Customer (not including affiliates unless specified on the applicable Order Form) and shall not include any activities described in Section 2.
- d. "Order Form" means any order form, purchase order, or statement of work executed by Enverus and Customer.
- e. "Party" and collectively "Parties" means Enverus and Customer.
- f. "Products" or "Services" means products and services listed on the Order Form or Enverus invoice, Proprietary Data, and anything else Enverus provides to Customer.
- g. "Proprietary Data" means all data, databases, elements, records, documents, analyses, models, maps, tables, charts, PDFs, APIs, and all structured, augmented or other value-added data derived from Customer Data or other data points, to which Customer has access using the Products, that is otherwise created or provided to Customer by Enverus, regardless of the source of the underlying data, including Aggregated Data.
- h. "User" means an individual employee, contractor, or representative of Customer who is assigned a user ID and password to access the Products or Services. Each User must have a unique email address at a domain name controlled by Customer.