



## **SIAS GLOBAL'S KAIROS INFORMATION HUB™**

### **END USER LICENSE AGREEMENT**

#### **ARTICLE 1. GRANT OF LICENSE**

##### **1.1. Purchase and Grant of License**

End User agrees to purchase a license or licenses to access SIAS Global's Kairos Information Hub™ ("Kairos") under the following terms and conditions and the additional terms agreed to and embodied in End Users' current INVOICE-SERVICE AGREEMENT (INV-SA). SIAS Global LLC ("SIAS") grants End User a non-exclusive, non-transferable, limited single license or multiple licenses to access, reproduce, store, display, and create Derivatives of data or information sourced from Kairos solely for End User's purposes as specified in this Agreement.

ALL RIGHTS TO ACCESS AND USE INFORMATION IN KAIROS NOT EXPRESSLY GRANTED TO END USER ARE RESERVED BY SIAS. THIS AGREEMENT DOES NOT GRANT END USER TITLE TO KAIROS OR THE INFORMATION CONTAINED THEREIN. ANY RIGHTS OF END USER IN ANY DERIVATIVE DO NOT INCLUDE ANY RIGHTS IN OR TO ANY INFORMATION, OR TO KAIROS, USED OR INCORPORATED IN THAT DERIVATIVE EXCEPT AS GRANTED UNDER THIS AGREEMENT.

No license to access Kairos is permanent, and End User must renew license(s) by or before the expiration date(s), which is (are) specified at the point of original sale or renewal as stated in End Users' current INV-SA, or access to Kairos will be terminated on the expiration date.

##### **1.2. Uses and Restrictions**

End User recognizes and agrees that Kairos is the property of SIAS and contains valuable assets and proprietary information. Accordingly, except as expressly permitted in this Agreement or separately authorized by SIAS, End User agrees not to:

- (1) reverse engineer or otherwise attempt to derive the algorithms, databases, or data structures of all or part of Kairos;
- (2) distribute, sublicense, rent, lease, loan, repackage, or resell access to or information copied from Kairos;
- (3) remove, bypass, or circumvent any electronic or other forms of protection measure included in or with Kairos; or



(4) alter, obscure, or remove any copyright notice, copyright management information, or other claim of intellectual property protection or proprietary legend contained in or on Kairos.

End User will acknowledge SIAS as the source of any data or information copied, downloaded, printed, or used in any format from Kairos for distribution to third parties.

### **1. 3. Ownership**

1.3.1. SIAS claims no ownership to the original information collected and assembled by SIAS and which comprises Collected Data in Kairos.

1.3.2. SIAS claims exclusive intellectual property and proprietary rights in the means of collecting, sorting, processing, reconfiguring, presenting, and accessing Collected Data.

1.3.3. SIAS claims exclusive intellectual property and proprietary rights of Produced Data in Kairos.

1.3.4. SIAS claims exclusive intellectual property and proprietary rights over any product improvements or enhancements to Kairos even if these improvements or enhancements resulted from End User product feedback.

### **1. 4. Warranty and Disclaimer**

SIAS warrants that it has sufficient rights in Kairos to make it available to End User under the terms of this Agreement. SIAS makes no warranties regarding the suitability of Kairos or its fitness for the requirements of End User requirements or the intended purposes of End User. SIAS makes no warranties that data or information in Kairos obtained from public records are free of errors, defects, or omissions. SIAS does warrant using best efforts to collect and assemble such public records accurately.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, SIAS DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIAS DOES NOT WARRANT THAT KAIROS WILL MEET END USER'S NEEDS OR EXPECTATIONS OR THAT ITS OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED.

### **1.5. Limitations of Liability**

SIAS WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR LOST DATA) ARISING FROM, OR RELATING TO, THIS AGREEMENT OR USE OF KAIROS OR THE INFORMATION CONTAINED THEREIN. THIS SECTION SHALL BE GIVEN FULL EFFECT EVEN IF THE WARRANTY AND DISCLAIMER PROVIDED IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **ARTICLE 2. SPECIFIC TERMS**

### **2.1. Institutional User Access, Individual User Accounts**

2.1.1. End User's INV-SA will state the method of access End User will have to the Kairos Interface. Access will be either for Institutional (multi-user) or for Individual (single- or multi-user) accounts, as specified in End User's INV-SA.

2.1.2. End User Institutional Method of Access will be set up using IP-Based Authentication, Proxy/Reverse Proxy Access, Federated Identity / Single Sign-On, or VPN Access mattering on End User's institutional capacity and SIAS's server platform. Selection of a method of access will be determined prior to finalizing a subscription agreement and stated in End User's INV-SA.

2.1.3. End User Institutional Level of Access will be negotiated prior to finalizing a subscription agreement and stated in End User's INV-SA. Level of access comprises two parts:

- (1) the level of Kairos services accessible to the End User and
- (2) the number or class of users allowed access to Kairos under the license or licenses purchased under End User's INV-SA.

2.1.3. End User Individual Account access and credentials will be either single user or multiple users. SIAS will manage and provide user credentials to End User. The details of the number of users per license agreement are stated in End User's INV-SA.

2.1.4. When an End User purchases one or more licenses to access Kairos, SIAS may create an associated End User account. The account is assigned a unique code that identifies the End User. For security purposes, the code itself will not be descriptive of the End User's identity.

2.1.5. All specific End User identifiable information, including account information and usernames, will be coded and accessible for internal use only by SIAS and for associated End User by request.

## **2.2. Product Support**

2.2.1. SIAS will provide End User support in accessing and using Kairos. SIAS will periodically provide End User information describing recent updates to Kairos and changes or enhancements to Kairos and the user interface.

2.2.2. SIAS will provide End User explanatory notes and basic guidance as to the potential interpretations, significance, and limitations of SIAS Collected Data and Produced Data.

2.2.3. SIAS will provide End User interpretations of the regulatory significance of the data and information stored in Kairos. But SIAS will not provide any legal advice on the laws, rules, and administrative actions or court judgments regulating and affecting resource extraction or production and environmental regulatory oversight.

SIAS IS NOT A REGULATORY AGENCY WITH JURISDICTION, NOR IS SIAS-PRODUCED DATA A SUBSTITUTE FOR REGULATORY OVERSIGHT.

2.2.4. SIAS will use best efforts to update records and data in Kairos every 3 months or sooner if requested by End User and to make these data accessible in Kairos on a rolling basis, whether by specific End User request or as part of SIAS's ongoing efforts to expand the data and information stored in Kairos. However, for some regulatory agencies, routine data collection is limited to semi-annually or annually. SIAS can provide a list of collection frequency by agency upon End User request.

Updating Records and Data comprises three levels:

- (1) adding new records,
- (2) adding additional field data for existing records, and
- (3) updating data for existing records.

2.2.5. SIAS will provide a date stamp for each record indicating when SIAS last retrieved or received the data from an Official Agency of Record. But SIAS cannot guarantee that the date stamp on which such data were updated in Kairos represents the actual dates on which those same data were updated by the Official Agency or Record.

2.2.6. SIAS does not alter substantive data collected from an Official Agency of Record in any way. However, as part of SIAS's proprietary method for collecting, error checking, sorting, and reorganizing Collected Data, SIAS will organize Collected Data under SIAS standardized Field



Names and Field Name Groups. Furthermore, SIAS checks agency-received data for potential anomalies and data errors and corrects for obvious misspellings or typographical mistakes. SIAS will check identified anomalies and errors with the Official Agency of Record. Only the Official Agency of Record can determine whether an identified anomaly or error requires correction.

### **2.3. Service Interruption Policy**

SIAS does not warrant that access to Kairos will be uninterrupted, error-free, or free of latency or delay. Kairos is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in access to Kairos could lead to severe injury to business, persons, property, or environment.

### **2.4. Account Suspension**

Without limiting termination or other rights under this agreement, SIAS may temporarily suspend End User's access to Kairos, including but not limited to the following:

- (1) End User's account payments become more than 30 days overdue.
- (2) For suspected or verified breach by End User of the terms and policies agreed to under this Agreement.

If End User wishes to reinstate service, End User must provide assurances acceptable to SIAS that End User will remedy any actions omission or action not consistent with the terms of this Agreement. When practicable, SIAS will make best efforts to provide End User with timely notice of such suspension and to resolve any issues needed to restore End User's access to Kairos.

### **2.5. Account Termination**

2.5.1. SIAS reserves the right to terminate an End User's account for a suspected or verified breach by End User of the terms and policies agreed to under this Agreement. Termination may be enforced immediately and a prorated refund will be issued to End User within 30 days of the date of termination.

2.5.2. Termination includes the suspension or removal of all End User accounts.

### **2.6. Confidentiality Policy**

In accordance with the terms and limitations of this Agreement, SIAS agrees at all times during and after the term of SIAS's relationship with End User to hold in the strictest confidence and not to use, except for the benefit of SIAS or End User, or to disclose, transfer, or reveal, directly or



indirectly, to any person or entity Confidential Information about or related to End User without the prior written authorization of End User.

End User agrees at all times during and after the term of End User's relationship with SIAS to hold in the strictest confidence and not to use, except for the benefit of SIAS or End User, or to disclose, transfer, or reveal, directly or indirectly, to any person or entity Confidential Information about or related to SIAS without the prior written authorization of SIAS.

Both parties agree to take reasonable precautions to secure all Confidential Information and to notify the other party of any unauthorized use or disclosure of Confidential Information. Each party agrees to cooperate with the other in every reasonable way to help the other regain possession of Confidential Information and to prevent further unauthorized use or disclosure.

If SIAS or End User is ordered to disclose Confidential Information by a court of competent jurisdiction or by a regulatory agency (via subpoena, order, or otherwise), SIAS or End User will, without delay, notify the other of the same and shall cooperate with the other in the event it decides to contest the disclosure of the Confidential Information.

## **2.7. User Privacy**

2.7.1. SIAS limits all storage, transfer, or exchange of potentially sensitive information in accessing and using Kairos. Such information is limited to usernames and passwords, any data that End User will have the option to upload to Kairos using the interface for the purpose of searching Kairos, and any specific searches an End User saves in Kairos.

2.7.2. SIAS will not retain identifiable client information about End User in Kairos or track searches made through its Kairos account. SIAS tracks the username and the amount of data that the username downloads to monitor performance with this Agreement.

2.7.3. SIAS encourages End Users NOT to create Kairos usernames or passwords that could be used upon unauthorized access to provide identifying or Confidential Information about End User or searches made through End User's account.

## **ARTICLE 3. GENERAL TERMS**

### **3.1. Notice**

Each party authorizes the other to notify third parties, including customers of either, of the terms of this Agreement.

### **3.2. Severance**

In the event that any part of this Agreement is held to be invalid or legally unenforceable, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

### **3.3. Assignment**

This Agreement shall be binding upon all personal representatives and successors in the interest of SIAS and End User. Neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the other party's prior written consent. Nothing in this Agreement is intended or is to be deemed to create a partnership or joint venture between SIAS and End User.

### **3.4. Agreement Termination**

Termination of this Agreement will not terminate the parties' continuing obligations of confidentiality and use restrictions contained elsewhere herein.

### **3.5. Merger**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement terminates and supersedes all prior understandings or agreements between SIAS and End User on the subject matter, whether they be oral or written, hereof.

### **3.6. Breach**

This Agreement shall inure to the benefit of both parties and to their successors and assigns. Any breach of this Agreement may result in the termination of either party's business relationship with the other. In the event of a breach or threatened breach of this Agreement by either party, the other may suffer irreparable harm and, in that situation, will be entitled to seek injunctive relief to enforce this Agreement.

### **3.7. Governing Law**

Connecticut law shall govern the validity, construction, and performance of this Agreement. Any legal issues or actions arising out of this Agreement or in any way concerned with or connected to this Agreement will be filed and adjudicated in New Haven, Connecticut.

### **3.8. Force Majeure**

Performance by either party under this Agreement is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the Agreement is executed.

### **3.9. Modifications**

SIAS Global LLC reserves the right to update the terms of the EULA at any time without notice.

## **ARTICLE 4. SUBSCRIPTION PAYMENT, LEVEL, LICENSES, DURATION, AND RENEWAL**

Consult End User's current INV-SA.

## **ARTICLE 5. DEFINITIONS**

**"Agreement"** means this Agreement and any additions, attachments, and amendments to this Agreement, including End User's current INV-SA.

**"Collected Data"** means regulatory data that SIAS collects from Federal, State, indigenous, and local regulatory agencies granted the authority and jurisdiction ("Official Agency of Record") to obtain and keep such data. Collected Data primarily consist of, but are not limited to, the multiple levels of general and environmental regulatory requirements to undertake any type of natural-resource extraction or process or related activities as provided under Federal, State, or local rules, laws, and treaties.

**"Confidential Information"** means any information that is neither known generally, nor publicly available, and that is owned either by SIAS or by End User or any of their consultants, licensors, or licensed dealers and distributors. The term applies to Kairos and the information contained therein, whether disclosed or provided in oral, written, graphic, photographic, electronic, or any other form, and to other subject matter related to SIAS or End User's products, services, research and development, manufacturing, engineering, purchasing, finances, marketing, promotion, distribution, and selling activities whether acquired, developed, or made available anytime in the future either to SIAS or to End User. Confidential Information includes, but is not limited to, (1) number of End User accounts, (2) information End User searched or downloaded from Kairos, (3) statistics concerning End User and its use of Kairos, (4) End User-specific requests for Collected Data or Produced Data, and (5) communications between SIAS and End User concerning any part of Kairos.





**"Derivative"** means any addition, improvement, update, modification, translation, transformation, adaptation, or derivative work of or to the information in Kairos, authored, created, or developed by or on behalf of End User, including, without limitation, any reformatting or media by which it is delivered, any addition of data, information or other content, or any copy or reproduction of Kairos or the information contained therein. All Derivatives must contain SIAS's Copyright Notice for Kairos for information or analysis taken from Kairos.

**"Effective Date"** means the date of execution of this Agreement or the later of the two dates signed by the parties named herein or by the remittance of the contracted monetary amount for access to Kairos.

**"End User"** means any entity or person or user authorized to access and use Kairos under this agreement, including those affiliated with End User's present and future subsidiaries, affiliates, agents, or successors and any person or entity working for any of them as an employee, contractor, vendor, partner, or potential partner during the normal course of business.

**"Intellectual Property"** means any Inventions, Works of Authorship, Patents, Trademarks, Copyrights, and Trade Secrets which relate directly to the business of SIAS or End User or to any work performed by SIAS for or with End User that qualifies for legal protection.

**"Kairos"** means the Kairos Information Hub comprising the SIAS database of regulatory permitting and enforcement, environmental monitoring, and financial risk data and information, whether Collected Data or Produced Data, as specified by the terms and policies herein, together with subsequent changes to the SIAS database established by subsequent SIAS policy agreed to by End User. Kairos further means all Collected Data and Produced Data organized in a searchable system and End User accessible web interface to search for Collected Data and Produced Data. Kairos also includes all aspects of the database, interface, tools, algorithms, and protocols accessed by End User as part of Kairos' functionality and management.

**"Official Agency of Record"** means any Federal, State, indigenous, or local regulatory agency granted the authority and jurisdiction by law or treaty to regulate any part, phase, or related activity of the natural-resource extraction, production, or process industries and any such agency granted the authority of regulatory enforcement of such laws and rules.

**"Produced Data"** means any data and information SIAS produces from its own techniques, technologies, and Intellectual Property including, but not limited to, the processing of remotely sensed environmental monitoring data (e.g., satellite, aerial, and drone images) of monitored activities and interpretations thereof.

**"SIAS"** includes any person or entity working for SIAS Global LLC as an employee, contractor, or partner, either uncompensated or for compensation.