

# SHALEPROFILE ANALYTICS ONLINE AND/OR SHALEPROFILE DATA ONLINE

## SUBSCRIPTION AGREEMENT

BY CHECKING THE ACCEPTANCE BOX, ACCESSING OR USING SHALEPROFILE ANALYTICS ONLINE OR ANY PORTION THEREOF OR SUBSCRIBING TO SHALEPROFILE DATA ONLINE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED ON SHALEPROFILE'S WEBSITE AT WWW.SHALEPROFILE.COM (AS MAY BE RELOCATED BY SHALEPROFILE FROM TIME TO TIME). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND SHALEPROFILE B.V. OR ANY AFFILIATE THEREOF (HEREINAFTER COLLECTIVELY REFERRED TO AS "SHALEPROFILE"). IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS AS APPLICABLE TO RESPECTIVELY SHALEPROFILE ANALYTICS ONLINE AND SHALEPROFILE DATA ONLINE, DO NOT ACCESS OR USE SHALEPROFILE ANALYTICS ONLINE NOR SUBSCRIBE TO SHALEPROFILE DATA ONLINE. IF YOU WISH TO USE EITHER THE SHALEPROFILE ANALYTICS ONLINE, SUBSCRIBE TO SHALEPROFILE DATA ONLINE OR OBTAIN ACCESS RIGHTS TO BOTH SERVICES OF SHALEPROFILE, BE IT AS AN OWNER, EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO.

This Subscription Agreement ("**Agreement**") is between ShaleProfile and the customer (be it an individual or legal entity) that has purchased a subscription to either ShaleProfile Analytics Online, ShaleProfile Data Online or both services of ShaleProfile or has accepted free evaluation access offered by ShaleProfile (such customer is hereinafter referred to as "**you**" or "**your**"). "**ShaleProfile**" means ShaleProfile B.V. or an affiliate thereof as designated on the order form which references this Agreement (hereinafter referred to as "**Ordering Document**"). Each Ordering Document which references this Agreement shall be deemed a part of this Agreement. Each Ordering Document shall specify the services of ShaleProfile that it pertains to, be it a subscription to either ShaleProfile Analytics Online, ShaleProfile Data Online or both services. The "**Effective Date**" of this Agreement is the effective date of the first Ordering Document referencing this Agreement, unless evaluation access has been provided prior thereto.

### 1. SHALEPROFILE SERVICES

1.1. ShaleProfile Analytics Online. ShaleProfile Analytics Online is a hosted service permitting you access to ShaleProfile's data visualization application as such application may be modified, enhanced, or updated from time to time. ShaleProfile Analytics Online is described more fully in the prevailing version of any supporting product help and technical specifications documentation as provided to you by ShaleProfile together with ShaleProfile Analytics Online (hereinafter referred to as "**Documentation**"). ShaleProfile Analytics Online is provided on a subscription basis for a set term designated in the applicable Ordering Document (hereinafter referred to as a "**Subscription Term**") You may subscribe to ShaleProfile Analytics Online in any of the various manners as is offered by ShaleProfile from time to time through [www.shaleprofile.com](http://www.shaleprofile.com). The Ordering Document shall specify your type of subscription and the types of data which are included in such subscription.

1.2. ShaleProfile Data Online. ShaleProfile Data Online is a service provided to you by ShaleProfile on a subscription basis for a set term designated in the applicable Ordering Document (hereinafter referred to as a "**Subscription Term**"). ShaleProfile Data Online is described more fully in the prevailing version of any supporting product help and technical specifications documentation as provided to you by ShaleProfile together with ShaleProfile Data Online (hereinafter also referred to as "**Documentation**") ShaleProfile Data Online allows you direct and continuous access to the database(s) used by ShaleProfile for analyzing shale oil & gas wells in the United States of America. Such data is made available by ShaleProfile in certain formats through monthly updates and may be downloaded by you. ShaleProfile will make new updates available to you which shall be kept available for a reasonable time period. You may subscribe to ShaleProfile Data Online in any of the various manners as is offered by ShaleProfile from time to time through [www.shaleprofile.com](http://www.shaleprofile.com). The Ordering Document shall specify your type of subscription and the types of data to which access is provided under such subscription.

1.3. Reading guide. This Agreement will pertain to the services of ShaleProfile as specified in the Ordering Document or otherwise described by ShaleProfile when offering you free evaluation access. When a section of this Agreement is not applicable to either ShaleProfile Analytics Online or ShaleProfile Data Online, such as stipulated in that respective section. ShaleProfile Analytics Online or ShaleProfile Data Online are hereinafter collectively referred to as "**ShaleProfile Services**".

1.4. Evaluation Access. If ShaleProfile has made available to you free evaluation access to either ShaleProfile Analytics Online or ShaleProfile Data Online, you may use such access solely for the purpose of evaluating that service of ShaleProfile for the designated time period to determine whether to purchase a subscription from ShaleProfile for that specific service. You may not use such evaluation access for any other purposes, including but not limited to competitive analysis, commercial, professional or for-profit purposes. Your right to access and use any of the ShaleProfile Services automatically expires at the end of such evaluation

period and you will cease to have access to such service and any data provided therewith. Notwithstanding any other provision of this Agreement, evaluation access is in every event provided "AS IS" without warranty or support of any kind, express or implied. ShaleProfile may terminate your evaluation access at any time for any reason and without liability of any kind.

1.5. Access to ShaleProfile Services. Subject to the terms and conditions of the Agreement, and except as set forth in Section 5 (Term and Termination) ShaleProfile hereby grants to you a non-exclusive, non-transferable, irrevocable, worldwide right during the applicable Subscription Term to access and use either ShaleProfile Analytics Online, ShaleProfile Data Online or both ShaleProfile Services, as is specified in the Ordering Document, solely for your business purposes and in accordance with: (i) the Documentation; (ii) any restrictions designated in the applicable Ordering Document, including, but not limited to the number of Authorized Users. You will use all reasonable efforts to prevent any unauthorized access to or use of either of the ShaleProfile Services and of the Documentation. You will promptly notify ShaleProfile in writing of any unauthorized access or use of which you become aware and provide all reasonable cooperation to prevent and terminate such access or use.

1.6. Authorized Users. "**Authorized Users**" means those uniquely identified individuals for whom the applicable subscription fees have been paid, as stated on the applicable Ordering Document, who are authorized by you to use and access either ShaleProfile Analytics Online, ShaleProfile Data Online or both ShaleProfile Services under the Agreement. In the event of use through free evaluation access an Authorized User shall be a uniquely identified individual granted access by ShaleProfile to any of the ShaleProfile Services. The Authorized Users will receive user IDs and passwords to access either ShaleProfile Analytics Online, ShaleProfile Data Online or both ShaleProfile Services. These credentials are granted to individual, named persons and may not be shared. You will ensure that all Authorized Users keep these credentials strictly confidential. Subscriptions to ShaleProfile Services may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single ShaleProfile Online subscription between multiple users. In the event where you have obtained a subscription to any of the ShaleProfile Services as designated in the Ordering Document for use by one or more third parties, such as your contractors, agents or any affiliated entity, you shall remain liable for all acts and omissions of each such Authorized User as if it were your own.

1.7. Unauthorized Use. If and when any Authorized User for which you are responsible pursuant to the applicable Ordering Document acts in a manner that directly or indirectly breaches your obligations as set out in section 1.9 or 1.10 of this Agreement (hereinafter referred to as "**Unauthorized Use**"), you will immediately be in default and ShaleProfile shall be entitled to invoke its right to terminate the Agreement pursuant to section 4.2 of this Agreement.

1.8. Third-Party Code. ShaleProfile Analytics Online or ShaleProfile Data Online may contain or be provided with components which are licensed by third parties to ShaleProfile (hereinafter referred to as “Third Party Code”). Such Third Party Code may contain components which are subject to the terms and conditions of “open source” software licenses. Open source software may be identified in the Documentation, or in a list of the open source software provided to you upon written request. To the extent required by the licenses that accompany any such Third Party Code, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third Party Code, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

1.9. Specific Restrictions. It is expressly understood and agreed by you that all information provided to you by ShaleProfile through any of the ShaleProfile Services, including but not limited to data, charts, graphs, diagrams, schedules, maps, visualizations and analyses (hereinafter collectively referred to as “ShaleProfile Information”) is intended for use in your own internal operations or for the internal operations of your clients. It is herewith understood and agreed by you that as a condition to the rights granted to you hereunder it is prohibited for you and for all Authorized Users for which you are responsible pursuant to the applicable Ordering Document to: (a) use any part of the ShaleProfile Information for any purpose that may adversely affect the business of ShaleProfile, such as but not limited to publicly disseminating significant part of ShaleProfile Information or using ShaleProfile Information merely as a reseller thereof in relation to any third party; (b) not include a clearly visible reference to ShaleProfile when using the ShaleProfile Information in all your communications each such communication requires a clearly visible reference to ShaleProfile; (c) enable access to ShaleProfile Analytics Online for a greater number of users than the sum quantity of subscriptions purchased on the applicable Ordering Document(s); (d) use ShaleProfile Services via any Authorized User to extract quantities of ShaleProfile Information per Authorized User that can reasonably not be used, processed nor analyzed by one Authorized User within the time period between two such extractions of ShaleProfile Information.

1.10. General Restrictions. As a condition to the rights granted to you hereunder, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer any part of ShaleProfile Analytics Online, ShaleProfile Data Online or any Third Party Code or attempt to reconstruct or discover any source code, APIs, underlying ideas, algorithms, file formats or programming interfaces of any part of ShaleProfile Analytics Online, ShaleProfile Data Online or the Third Party Code by any means whatsoever (except and only to the extent permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use any part of ShaleProfile Analytics Online, ShaleProfile Data Online or any Third Party Code (or any portion thereof) for time sharing, hosting, service provider or like purposes; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in ShaleProfile Analytics Online, ShaleProfile Data Online or any Third Party Code (including any reports or data printed via the use of ShaleProfile Services); (d) modify any part of ShaleProfile Analytics Online, ShaleProfile Data Online or any Third Party Code, create a derivative work of any part of ShaleProfile Analytics Online, ShaleProfile Data Online or any Third Party Code, or incorporate ShaleProfile Analytics Online, ShaleProfile Data Online or any Third Party Code into or with other software, except to the extent expressly authorized in writing by ShaleProfile or as permitted by an applicable Open Source Software license; (e) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy right or other protection used by ShaleProfile in connection with ShaleProfile Services, or use ShaleProfile Services together with any authorization code, serial number, or other copy protection device not supplied by ShaleProfile; (f) use ShaleProfile Services to develop a product or service which is competitive with any ShaleProfile product offerings; (g) use unauthorized product keys or keycodes(s) or distribute or publish keycodes(s); (h) assert, authorize to assert, assist or encourage any third-party to assert, against ShaleProfile or any of its business partners, or licensors, any intellectual property infringement claim regarding ShaleProfile Services or any support you have purchased or used hereunder.

1.11. Audit right. You understand that ShaleProfile may monitor your use of ShaleProfile Services in order to verify that no Unauthorized Use takes place. ShaleProfile will be granted access by you to the account of any Authorized User for which you are responsible pursuant to the

applicable Ordering Document when ShaleProfile has a reasonable suspicion of Unauthorized Use by any such Authorized User. You shall provide all reasonable cooperation with any request of ShaleProfile which is based on such suspicion. Any Information found by ShaleProfile that substantiates such reasonable suspicion shall be reported back to you. You have the right to discuss within a reasonable time period any outcome reported to you by ShaleProfile which indicates Unauthorized Use and seek an amicable settlement with ShaleProfile before ShaleProfile will decide if it will invoke any or all of its rights under this Agreement and by applicable law.

## 2. OWNERSHIP

2.1. ShaleProfile Technology. Except for the limited access and use rights expressly provided herein, ShaleProfile and its licensors retain all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to ShaleProfile Analytics Online, ShaleProfile Data Online, the Documentation, the Third Party Code and any and all related and underlying software (including interfaces), databases (including data models, structures and any other non-customer specific data and statistical data), technology, reports, documentation, as well as any related process or methodology provided or used by ShaleProfile, and with respect to each of the foregoing, any copies, modifications, improvements, derivative works, or enhancements thereto however developed or provided (hereinafter referred to as “ShaleProfile Technology”).

2.2. Access right to ShaleProfile Technology. You acknowledge that you are obtaining only a limited right to access and use any of the ShaleProfile Technology which is needed for the use of those ShaleProfile Services as set out in the Ordering Document on a hosted basis and that No ownership rights are being conveyed to you under this Agreement or otherwise, and further acknowledge that nothing contained in this Agreement shall be construed to convey to you ownership of any intellectual property rights in or to any ShaleProfile Technology or any related methodologies or processes.

2.3. Limit right to derivatives. Notwithstanding the restrictions of section 1.10 sub (d), you are herewith entitled to make derivatives of the ShaleProfile Information to the extent such are used exclusively within in your own internal operations or for the internal operations of your clients with no violation of the provisions of section 1.9 and 1.10.

## 3. SUBSCRIPTION TERM, FEES & PAYMENT

3.1. Subscription Term. Unless otherwise specified on the applicable Ordering Document, each Subscription Term shall begin on the effective date of the applicable Ordering Document and expire twelve (12) months thereafter. Approximately thirty (30) days prior to the expiration of the Subscription Term, ShaleProfile may notify you of its opportunity to renew the Subscription Term. Any renewals require mutual agreement and all applicable fees for such renewals will be at ShaleProfile’s then-current rates. If your subscription is not renewed, your access to ShaleProfile Online will terminate at the end of the then-current Subscription Term.

3.2. Fees and Payment. You shall pay all fees set forth in the applicable Ordering Document. All payments shall be made in the currency noted on the applicable Ordering Document within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, ShaleProfile will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to ShaleProfile hereunder, you will provide ShaleProfile with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

3.3. Suspension of Services. If your account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), ShaleProfile reserves the right to suspend your access to all of the ShaleProfile Services without liability to you until such amounts are paid in full.

#### 4. TERM AND TERMINATION

4.1. Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of the Subscription Term(s).

4.2. Termination for Cause. Either party may terminate this Agreement (including all related Ordering Documents) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay amounts due under the Ordering Document, provided that ShaleProfile may terminate this Agreement immediately upon any breach of Section 1.9 (Specific Restrictions) or 1.10 (General Restrictions); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement or by law.

4.3. Effect of Termination. Upon any termination or expiration of this Agreement, you shall immediately cease any and all use of and access to all of the ShaleProfile Services and destroy (or, at ShaleProfile's request, return), any Confidential Information in its possession which was received from ShaleProfile and is governed by Section 9. ShaleProfile shall refund to you any subscription fees for the portion of the Subscription Term which was paid by you but not rendered by ShaleProfile. You acknowledge that except as exported or printed prior to termination or expiration by you as may be permitted through the functionality of ShaleProfile Analytics Online or ShaleProfile Data Online, following termination or expiration you shall have no further access to any ShaleProfile Information.

4.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: Sections 1.1, 1.2, 1.3, 1.9, 1.10, 2.1, 3.2, 4.3, 4.4, 5.3, 6, 7.3, 8 and 9.

#### 5. LIMITED WARRANTY

5.1. Limited Warranty. ShaleProfile warrants to you that ShaleProfile Analytics Online and ShaleProfile Data Online will operate in substantial conformity with the applicable Documentation. ShaleProfile does not warrant that your use of ShaleProfile Services will be uninterrupted or error-free, nor does ShaleProfile warrant that it will review the ShaleProfile Information which it provides through any of the ShaleProfile Services for accuracy or that it will preserve or maintain its data without loss. ShaleProfile's sole liability (and your sole and exclusive remedy) for any breach of this warranty shall be, in ShaleProfile's sole discretion and at no charge to you, to use commercially reasonable efforts to correct the reported non-conformity, or if ShaleProfile determines such remedy to be impracticable, to allow you to terminate the applicable Ordering Document for the remaining part of the Subscription Term and receive as the sole remedy a refund of: (a) the monthly subscription fees specified in the applicable Ordering Document which are allocable to the thirty (30) day period prior to the date the warranty claim was made and (b) any fees you have pre-paid for use of ShaleProfile Services you have not received as of the date of the warranty claim.

5.2. Exclusions. The above warranty shall not apply: (i) when you do not make a claim within thirty (30) days of the date on which you became aware of the condition giving rise to the claim; (ii) if ShaleProfile Analytics Online or ShaleProfile Data Online is used with hardware or software not authorized in the Documentation; (iii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services; (iv) to any evaluation access or other use provided on a no charge or evaluation basis; or (v) when Unauthorized Use has been established by ShaleProfile through an audit pursuant to section 1.11.

5.3. Warranty Disclaimer. THIS SECTION 5 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN IN THIS SECTION 5, ALL OF THE SHALEPROFILE SERVICES AND ANY PART THEREOF, INCLUDING WITHOUT LIMITATION THE SHALEPROFILE INFORMATION AND THE THIRD-PARTY CODE ARE PROVIDED "AS IS". NEITHER SHALEPROFILE NOR ITS LICENSORS PROVIDE ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES SHALL BE LIMITED AS PROVIDED HEREIN. SHALEPROFILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SHALEPROFILE.

#### 6. LIMITATION OF REMEDIES AND DAMAGES

6.1. EXCEPT FOR: (1) SECTION 1.9 (SPECIFIC RESTRICTIONS), 1.10 (GENERAL RESTRICTIONS), OR SECTION 10.4 (EXPORT CONTROL), OR (2) YOUR OBLIGATIONS UNDER SECTION 7.3, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

6.2. BUT FOR: (1) BREACH OF SECTION, 1.9 (SPECIFIC RESTRICTIONS), 1.10 (GENERAL RESTRICTIONS) OR SECTION 9.4 (EXPORT CONTROL), OR (2) YOUR OBLIGATIONS UNDER SECTION 7.3, EACH PARTY'S ENTIRE LIABILITY AND OBLIGATION TO THE OTHER PARTY SHALL NOT EXCEED THE FEES PAID OR OWED BY YOU TO SHALEPROFILE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE CLAIM.

6.3. Failure of Essential Purpose. The parties agree that the limitations specified in this Section 6 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

#### 7. INDEMNIFICATION

7.1. ShaleProfile Indemnification. ShaleProfile shall defend you from and against any claim by a third party alleging that Visualization & Analyses Online or the Documentation, when used as authorized under this Agreement, infringes any patent, copyright, trademark and shall indemnify and hold you harmless from and against any damages and costs awarded against you or agreed to in settlement by ShaleProfile, provided however that ShaleProfile shall have received from you: (i) prompt written notice of such claim (but in any event notice in sufficient time for ShaleProfile to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation from you. If required by settlement or if ShaleProfile determines such actions are reasonably necessary to avoid material liability, ShaleProfile may, in its sole discretion: (a) substitute for any part of the infringing ShaleProfile Services substantially functionally similar programs and documentation; (b) procure for you the right to continue using any such part of the infringing ShaleProfile Services; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to you the subscription fees paid by you for the portion of the Subscription Term which was paid by you but not rendered by ShaleProfile.

7.2. Exempted from indemnification. The foregoing obligations as set out in section 7.1 shall not apply: (1) if is modified by any party other than ShaleProfile, but solely to the extent the alleged infringement is caused by such modification; (2) if any part of the ShaleProfile Services is combined with other services, components or processes not provided or authorized by ShaleProfile, but solely to the extent the alleged infringement is caused by such combination; (3) to any Unauthorized Use of any part of the ShaleProfile Services; or (4) if you settle or make any admissions with respect to a claim without ShaleProfile's prior written consent.

THIS SECTION 7 SETS FORTH SHALEPROFILE AND ITS LICENSOR'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

7.3. Indemnification by You. Subject to this Section 7, you shall defend ShaleProfile from and against any and all claims arising out of from any claim by third parties resulting from or relating to Unauthorized Use and you shall indemnify and hold ShaleProfile harmless from and against

any damages and costs awarded against ShaleProfile or agreed in settlement by you (including reasonable attorney's fees) resulting from such claims, provided that you shall have received from ShaleProfile the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim from within a four week time period from the moment at which it has been established that the claim results from or relates to your Unauthorized Use. Notwithstanding the outcome of any preliminary settlement reached by you, you may not settle any such claim relating to ShaleProfile Services without ShaleProfile's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

## 8. CONFIDENTIAL INFORMATION

You agree that all code, inventions, know-how, business, technical and financial information you may obtain from ShaleProfile under this Agreement constitutes the confidential property of ShaleProfile (hereinafter referred to as "Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, pricing, documentation or technical information provided by ShaleProfile (or its agents), performance information relating to ShaleProfile Services shall be deemed Confidential Information of ShaleProfile without any marking or further designation. Your nondisclosure obligation shall not apply to information which you can document: (a) was rightfully in your possession or known to you prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of you; (c) is rightfully obtained by you from a third party without breach of any confidentiality obligation; (d) is independently developed by your employees who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to ShaleProfile). You acknowledge that disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by you ShaleProfile shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 9. MISCELLANEOUS

9.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. ShaleProfile B.V. may not assign or transfer this Agreement, in whole or in part, without your consent, except it may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of ShaleProfile's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without ShaleProfile's written consent except that you may assign this Agreement, in whole but not in part, without ShaleProfile's written consent in connection with any merger, consolidation, sale of all or substantially all of your assets, or any similar transaction provided that: (i) the assignee must not be a direct competitor of ShaleProfile; (ii) you provide prompt written notice of such assignment to ShaleProfile; and (iii) the assignee is capable of fully performing your obligations under this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

9.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

9.3. Governing Law; Jurisdiction and Venue. Excluding conflict of laws rules, this Agreement shall be governed by and construed in accordance with (a) the laws of the State of New York, U.S. if you are located in North America or South America, (b) the laws of the Netherlands if you are located outside of North or South America. When New York State Law governs your relationship with ShaleProfile, all disputes arising out of or in relation to this Agreement shall be exclusively submitted to arbitration in accordance with the rules and regulations of the International Chamber of Commerce. The Arbitration shall take place in the city of New York. When the laws of the Netherlands govern your relationship with ShaleProfile, all disputes arising out of or in relation to this Agreement shall be exclusively submitted to the court of Rotterdam,

the Netherlands. Nothing in this section shall restrict ShaleProfile's right to bring an action (including for example a motion for injunctive relief) against you in the jurisdiction where your place of business is located. The Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

9.4. Export Control. You acknowledge that ShaleProfile Services may be subject to applicable export control and economic sanctions laws, regulations and requirements and to applicable import laws, regulations and requirements of certain governments. You shall not, and shall not allow any third party to, export or allow the re-export or re-transfer of any part of ShaleProfile Services or Documentation: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (ii) to any person or entity on any of the U.S. Government's Lists of Parties of Concern (<http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>); (iii) to any known end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government or other national agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or other national agency or authority.

9.5. ShaleProfile's Customer List. If opted in, in the Subscription Order Form, you agree that ShaleProfile may disclose you or your organization as a customer of ShaleProfile and use your name and logo on ShaleProfile's web site and in ShaleProfile's promotional materials. If not opted in, in the Subscription Order Form, ShaleProfile will not disclose you or your organization as a customer of ShaleProfile and will not use your name or logo on ShaleProfile's website and in ShaleProfile's promotional materials. If you have opted-in, you can at any time inform us that you wish to be removed from our Customer List. When the Subscription Term has ended, ShaleProfile shall cease to make any use of your name and logo, if such right was granted by you pursuant to this clause 9.5.

9.6. Notice. Any notice or communication required or permitted under this Agreement shall be in writing. If to ShaleProfile, such notice or report shall be sent to ShaleProfile at Stationsplein 45, 3013 AK Rotterdam, the Netherlands. If to you such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service. Upon any change to this Agreement, ShaleProfile shall send notice to you, and you shall have the option to terminate within 10 days of such notice being received. If you do not terminate within 10 days, this Agreement shall continue in full force pursuant to the terms herein.

9.7. Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

9.8. Amendments; Waivers. From time to time, ShaleProfile may modify this Agreement. Unless otherwise specified by ShaleProfile, changes become effective for existing subscription customers upon renewal of the then-current Subscription Term. ShaleProfile will use reasonable efforts to notify you of the changes through communications through ShaleProfile Analytics Online and ShaleProfile Data Online, email, or other means as outlined in Section 9.6. You may be required to click to accept the modified Agreement before using ShaleProfile Online in a renewal Subscription Term, and in any event continued use of ShaleProfile Online during the renewal Subscription Term will constitute your acceptance of the version of the Agreement in effect at the time the renewal Subscription Term begins. Except as set forth in this Section 9.8, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless such is given in writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by you, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this Agreement, and

any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

9.9. Entire Agreement. This Agreement (including each Ordering Document, and any other mutually agreed exhibits or attachments) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

9.10. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

9.11. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.