

## END USER LICENSE AGREEMENT

Effective: August 12th, 2021

YOUR ACCESS TO AND USE OF THE SERVICES (AS DEFINED BELOW) IS SUBJECT TO THE TERMS AND CONDITIONS BELOW ("TERMS") AND ALL APPLICABLE LAWS. BY USING THE ONMISYS SERVICES, YOU ACCEPT THESE TERMS, INCLUDING OUR PRIVACY POLICY, WITHOUT LIMITATION OR QUALIFICATION. THE PRIVACY POLICY, WHICH YOU MUST READ, CONTAINS IMPORTANT INFORMATION ABOUT THE USE OF YOUR PERSONAL DATA AND OTHER INFORMATION REGARDING YOUR PRIVACY. ACCORDINGLY, IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OR OUR PRIVACY POLICY, YOU SHOULD NOT USE THE SERVICES.

### 1. ABOUT US

Xecta Digital Labs Ltd. is a Delaware corporation headquartered at Suite 202, Willowbrook Building, 7915 FM 1960, Houston, TX 77070. If you have any questions, complaints or comments regarding the Services or the Application, you may contact us at [info@xecta.com]. When we say "we" or "us" or "Xecta" in these Terms, we mean Xecta Digital Labs Ltd., our affiliates, and those agents we use to provide services on our behalf.

RELATIONSHIP OF THIS AGREEMENT TO OTHER AGREEMENTS OR RELATIONSHIPS BETWEEN XECTA, THIRD PARTIES, AND YOU

Nothing in these Terms shall alter the terms of any other agreement or other legal relationship between you and Xecta. In particular, you acknowledge that there is no doctor-patient, insurer-insured, or pharmacist-client relationship between you and Xecta. No joint venture, partnership, employment, or agency relationship exists between you, Xecta or any Third Party Provider (as defined below) as a result of this Agreement or use of the Services.

### 2. AUTHORIZED USE

The "Services" comprise mobile applications, including any upgrades thereto, (each, an "Application") and related services, which enable users with actionable and timely insights that remove the uncertainty surrounding asset and well optimization. Unless otherwise agreed by Xecta in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. L

License.

Subject to your compliance with these Terms, Xecta grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Xecta.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) copy, reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Xecta in writing; (iii) decompile, reverse engineer or disassemble the Services except as permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## Ownership

The Services and all rights therein are and shall remain Xecta's property. Neither these Terms nor your use of the Services conveys or grants to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Xecta's company names, logos, product and service names, trademarks or services marks or those of any Third Party Provider.

## 3 INDEMNITY

You agree to indemnify and hold Xecta and its affiliates and their respective members, managers, directors, officers, employees, representatives, contractors and agents ("Indemnified Parties") harmless from any liability, loss, claim and expense, including attorneys' fees and expenses, related to your breach of these Terms or your use of the Services. At Xecta's sole discretion, you agree to pay all attorney's fees associated with any action that is under this indemnity clause.

## 4. DISCLAIMER AND LIMITATION OF LIABILITY

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." XECTA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, XECTA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. XECTA DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY XECTA SHALL CREATE A WARRANTY. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THERE WITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

## 5. LIMITATION OF LIABILITY.

XECTA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF OR

INABILITY TO USE THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF XECTA, EVEN IF XECTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL XECTA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED \$50.00.

XECTA SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF XECTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. XECTA SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND XECTA'S REASONABLE CONTROL.

YOU AGREE THAT XECTA HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY GOODS OR SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, XECTA'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON XECTA'S CHOICE OF LAW PROVISION SET FORTH BELOW.

## 6 OTHER LEGAL NOTICES

The Services and associated Applications may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Information provided by the Services may be changed or updated without notice. Xecta may also make improvements and changes to the Services at any time without notice.

## 7 TRADEMARKS

The Xecta Services may include Xecta service marks or trade marks. You have no rights to those trademarks and service marks and you agree not to use the trademarks or service marks in any way.

## 8. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any content provided by the Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Xecta with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity

and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Xecta to locate the material;(d)

(d) information reasonably sufficient to permit Xecta to contact you, such as an address, telephone number, and, if available, an electronic mail address;

(e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Xecta's designated Copyright Agent to receive notifications of claimed infringement is Attn: Xecta Legal at the following email address: [info@xecta.com](mailto:info@xecta.com). You acknowledge that if you fail to comply with all of the requirements of this Section 8, your DMCA notice may not be valid.

## 9. GOVERNING LAW

By using the Services and the Application and the information contained therein, you agree with Xecta that any claim you may have against Xecta in contract, tort or otherwise in respect of any information or advice expressly or impliedly given through use of the Services, or in respect of any inaccuracy herein or omission here from, shall be governed by the law of the State of Texas, without regard to its conflicts of laws rules.

## 10. DISPUTES

To the extent that there is not any another agreement that specifies a manner of dispute resolution between you and Xecta, a dispute relating to your use of the Services shall be submitted to confidential arbitration in Houston, Texas, except that to the extent you have in any manner violated or threatened to violate Xecta's intellectual property rights, Xecta may seek injunctive or other appropriate relief in any state or federal court. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Texas. Arbitration under these Terms shall be conducted pursuant to the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect. The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to the Terms or another agreement with Xecta, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Application or under these Terms must be filed within one (1) year after such claim or cause of action arose or be forever waived.[1]

Fees.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

## Changes.

Notwithstanding the provisions in Section 11 below, regarding consent to be bound by amendments to these Terms, if Xecta changes the terms of dispute resolution after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing Xecta written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided according to Section 12. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Section 10. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Xecta in accordance with the provisions of this Section 10 as of the date you first agreed to the Terms (or to any subsequent changes to the Terms that you did not expressly reject).

## Severability and Survival.

If any portion of this Section 10 is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 10 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 10; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

## 11. REVISION TO TERMS.

Xecta may amend, change or update the information provided in the Terms. Your continued use of the Services or Applications after any amendment or update to the Terms acknowledges your agreement to such amended or updated Terms.

## 12. NOTICE.

Xecta may give notice by means of a general notice on the Services, electronic mail to the email address that you have registered with the respective Service, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email, text message or telephone). You may give notice to Xecta, with such notice deemed given when received by Xecta, at any time by first class mail or pre-paid post to:

Xecta Digital Labs Ltd.  
Suite 202, Willowbrook Building 7915 FM 1960  
Houston, TX 77070

Attention: Xecta Legal

13. ASSIGNMENT.

You may not assign these Terms without Xecta's prior written approval. Xecta may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Xecta's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

14. SEVERABILITY

In the event that any provision contained in these Terms will be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of such provision in every other respect and the validity, legality and enforceability of the remaining provisions contained in these Terms will not be in any way impaired thereby. Xecta's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Xecta in writing.