

Product Supplement for Enersight

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Introduction

Enersight is a software application designed to solve field development planning problems for unconventional oil and gas assets and facilitates the updating or management of current forecasts, budgets, and plans. Based upon defining the constraints of the asset as well as any specific pre-determined actions or decisions, Enersight generates a simulation incorporating the detailed scheduling of wells within specified resource limits and facility capacities, determining the optimum flow path of products through the surface network, and then integrating entity (well, facility, and scenario) level directional economics evaluations with a primary focus on before tax results.

Software Subscription Options and Metrics

This document defines the Standard Functionality and Add-Ons together with applicable license metrics that are available for Customer's access under mutually agreed Enersight SaaS and/or Self-Hosted (where made available) Subscription Order(s). Such Order(s) shall specify the selected Add-On(s) and authorized license metric quantity.

Vendor may update or revise this Product Supplement from time to time. Updates will be made available within this document including the date of change as well as the changes made. New versions will enter into force immediately, except for any ongoing annual or committed Subscription Term, for which the previous version will apply until the end of such ongoing term, subject to the terms of the Agreement and Order. Customer should review the Product Supplement prior to using the Software to stay informed about the applicable license metrics. Capitalized terms are defined herein or in the Agreement or the Order for the purchase of the Subscription(s).

Description of Enersight Standard Functionality and Add-Ons

Enersight Standard Functionality

The Enersight Standard Functionality is the foundation of the Enersight software and has applications across the entire planning lifecycle. The features in the Standard Functionality focus on fully integrated oil and gas asset development workflows and include the following:

- **Scheduling:** Functionality to identify when and how your defined scheduling activities must be performed given the availability of required resources or other pre-defined limits to bring wells online when needed.
- **Network:** Functionality to simulate the flow of production and its associated economic metrics from wellhead to market through a representative series of interconnected facilities and potential paths, daily or monthly.
- **Scenarios:** Functionality to test and compare 'What-ifs' and sensitivities rapidly by copying and modifying Scheduling or Network inputs to evaluate new development alternatives. A single project may have multiple Scenarios, and the standard number of Scenarios concurrently calculated is three for each individual licensed Concurrent User. A project has a maximum entity count of 10,000, where an entity is a well or facility located within the Network of a Scenario.
- **Risk Scripting:** Functionality to sample a pre-existing Scenario and apply specific changes via a set of commands for calculation asynchronously to the normal in-application session.
- **Economics Model:** Functionality to configure and evaluate a wide range of cost categories and the economic rules as applied to the Network-based inputs accurately to generate cash flow and value.

Enersight Add-Ons

Several Add-Ons for the Enersight Software are available, and they can be separately licensed in addition to the Enersight Standard Functionality.

The following Add-Ons are currently available for Enersight:

Add-Ons

- **Advanced Data Export:** Functionality for extending the ability of Enersight SaaS and/or Self-Hosted Subscriptions to enable the direct export of data from outside of the main website interface, allowing API calls

of OData and other technologies. For SaaS Subscriptions, a single Advanced Data Export license covers an allowable download bandwidth of 500 GB/month.

- **Additional Cores:** Functionality for scaling the number of concurrent Scenario calculations possible for the licensed Concurrent Users in the Territory of Use. Under this Add-On an agreed number of additional floating Cores are enabled under Self-Hosted Subscriptions and, for SaaS Subscriptions, provisioned based on a first-come, first-served basis to a licensed Concurrent User upon initiating a multi-Scenario calculation, to either increase the normal in-application simulation from the standard three available to each individual Concurrent User to up to six or to increase the number of evaluations accessible from Risk Scripting upward from the standard three. The allocation of the additional Cores is subject to the availability of free cores within the licensed pool of Add-On Cores.

General Enersight Licensing Terms

The Enersight Software is licensed separately for the Standard Functionality and each Add-On according to the licensing scheme described in the Agreement and the Order (including this Product Supplement). Unless otherwise stated, a pre-requisite for licensing and implementing Add-Ons is that the Enersight Standard Functionality is licensed and properly installed.

Subject to the terms of the Order, an Enersight Software Subscription entitles Customer to receive access to the Standard Functionality and selected Enersight Add-On(s) identified in the Order for the term of the Order in connection with and for the benefit of the authorized Number of Licenses, Permitted Users, Territory of Use, and/or additional Cores ("License Metrics") as applicable and defined in the Order.

The Standard Functionality and Add-Ons are licensed under a scheme where the following metrics are used to determine the annual Subscription Fee(s):

- **Concurrent Users:** A designated number of seats that can be used by an unlimited number of named users, with only one user per seat allowed at a time. A single named user may utilize multiple seats simultaneously up to the designated limit to access an equivalent number of concurrent sessions. If a single named user is currently utilizing a seat and integrating with another Quorum product, then this does not trigger and/or utilize an extra licensable concurrent session of Enersight. However, it is important to note that the other Quorum product must have its own valid license.
- **Number of Licenses:** The authorized number of Concurrent Users within the specified Territory of Use should adhere to allocation limits. For instance, if Customer opts for X Users in the EMEA Zone and Y Users in the APAC Zone, Customer cannot surpass X Users in the EMEA Zone, regardless of the current count in the APAC Zone. If the Territory of Use is Global, the total Concurrent Users can be distributed across any Territory of Use without specific territory-by-territory limitations.
- **Territory of Use:** The designated territories within which Customer's use of the Subscription is permitted, which territories are defined by time zone as: (i) Global (all time zones); (ii) NALA or CAN Zone (GMT-12 to GMT-2); (iii) EMEA Zone (GMT-1 to GMT+6); and (iv) APAC Zone (GMT+7 to GMT+12).
- **Permitted Users:** The Customer and its Affiliates and third parties within the Territory of Use whose employees can be designated as Concurrent Users within the parameters of the Number of Licenses. Affiliates are defined as either (i) all Customer Affiliates in the authorized Territory of Use on the Order's Effective Date, or (ii) those identified in the Order. If neither is chosen, Permitted Users are limited to the Customer legal entity executing the Order. Third-party Concurrent Users are authorized according to the Agreement.
- **Cores:** The designated number of computational units (concurrent calculations) that are enabled as standard for in-application simulations and risk scripting evaluations as well as the additional floating Cores, if any, ordered by the Customer under the Additional Cores Add-On.

The Standard Functionality, selected Add-On(s), and the applicable initial License Metrics are identified in the Order together with any special terms agreed between the Parties.

Changes to Metrics

Renewal Terms: Before each renewal term, the Vendor is permitted to access and review Customer’s usage information (including Number of Licenses, Permitted Users, Territory of Use, and additional Cores) for the previous twelve months to determine the Fees for the next renewal term.

Exceeding License Metrics: The Licensed Materials may be used for no more than the License Metrics. Additional entitlements must be paid in the event usage exceeds the License Metrics, at the pricing in effect at the time the additional entitlement is added.

Increasing License Metrics During a Subscription Term: When increasing the Licensed Metrics level during an ongoing Subscription Term, the difference in Subscription Fee(s) is calculated at the year of the increase and an additional Subscription Fee will apply as of the triggering event through (unless otherwise agreed) the remainder of the ongoing 12-months period and will be invoiced in full the month after setting the higher License Metrics level. Thereafter, the applicable Subscription Fee(s) are again invoiced annually in advance for each annually recurring 12-months during the committed Subscription Term.

No Decreases to License Metrics During a Subscription Term: Customer may not decrease the License Metrics during the initial, committed, and/or an ongoing Subscription Term.

Delivery of the Software: The Software Subscription(s) will be delivered to the Customer on or before the License start date specified in the Order. Delivery shall be deemed to occur upon the Software being made available to the Customer, including but not limited to the physical delivery of media, provision of a download link, provision of login credentials, the issuance of license keys or any other means by which the Software is made available to the Customer. If access to the Software includes access to Module(s) or Add-On(s) of the product suite for which Customer has not procured a Subscription, Customer is not entitled to extend the use of the Software to such additional Module(s) or Add-On(s) without procurement of additional Subscription(s). Any hardware and software needed for the Customer to access the Software shall be at the Customer’s responsibility to acquire, install, and maintain.

An Order for the relevant Software Subscription must be in place before starting any design, configuration, and/or implementation activities in the Software.

Change Log

Date of Change	Details of changes
May 23, 2024	Initial Release
October 24 th , 2024	Delivery of Software Update