

Product Supplement for My Quorum TIPS

IMPORTANT – READ CAREFULLY: This Confidentiality Notice is a legal agreement between you and Quorum for access to this documentation (“Documentation”). **BY ACCESSING THE DOCUMENTATION, YOU AGREE TO BE BOUND BY THIS CONFIDENTIALITY NOTICE. IF YOU DO NOT AGREE, DO NOT ACCESS THE DOCUMENTATION, AND IMMEDIATELY RETURN OR DESTROY ANY RELATED INFORMATION RECEIVED.**

The Documentation and Software described herein is protected by intellectual property laws and contains valuable confidential information proprietary to Quorum Business Solutions, Inc. or other Quorum group companies. You are only allowed to access and use the Documentation on behalf of the Quorum customer or partner having obtained a license to the Documentation. You may not reproduce or disclose the content of the Documentation or any portion thereof outside your organization and/or to any third parties such as subcontractors or partners without prior written consent from Quorum or except as permitted under a valid Software License.

The receipt or possession of the Documentation or any information included herein does not convey any rights to (i) remove or modify a copyright or other proprietary rights notice in the Documentation, (ii) disassemble, reverse engineer, or decompile the Software, (iii) develop, manufacture, use, or sell anything intended to be offered to third parties in competition with the Software, or (iv) create derivative works based on or otherwise modify the Documentation or Software. You acknowledge that the Documentation and Software may be subject to change and under no circumstances will Quorum, any of the Quorum Group companies, or their respective officers, directors, employees, agents, or representatives be liable for any damages, whether direct, indirect, special, or consequential damages for lost revenues, lost profits, or otherwise, arising from or in connection with your access to the Documentation solely under this Confidentiality Notice.

Find out more about the Software and Quorum products and services at www.quorumsoftware.com or by asking your local Quorum representative.

Introduction

My Quorum TIPS has been the trusted standard solution for hydrocarbon gathering and processing companies big and small for more than two decades. My Quorum TIPS is designed for flexibility, putting the accountant or scheduler in the driver's seat with an intuitive platform that is adaptable to handle exceptions without complicating the ordinary. Rules-based allocation and settlement engines allow for powerful and extensible configuration to handle plants with fewer than 10 meters or more than 10,000 meters with simplicity and transparency. Operators can schedule, account for, and settle natural gas, crude and NGL across processing, field treatment facilities and nomination-driven gathering systems all in the same application. That breadth is matched with unparalleled depth, built over 20 years to ensure asset requirements can be met out-of-the-box. Hundreds of standard business rules are complimented by highly intuitive formula builders to handle the exceptions – no coding required.

Software License 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 My Quorum TIPS Self-Hosted 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 a change log. 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, in the Order, or the Agreement for the purchase of the Subscription(s).

Description of My Quorum TIPS Standard Functionality

My Quorum TIPS Processing Standard Functionality

The TIPS Processing Standard Functionality is part of foundation of the My Quorum TIPS software and includes functionalities to simplify the processing of complex interrelated midstream processes to optimize the natural gas processing operation.

The Standard Processing Functionality focuses on requirements for the Plant Accountant which includes the following:

- **Plant Accounting:** Monthly and daily processing of complex allocations and settlements
- **Regulatory Reporting:** Supporting 13 states to file all severance tax reporting requirements

My Quorum TIPS Gathering Standard Functionality

The TIPS Gathering Standard Functionality is part of the foundation of the My Quorum TIPS software and includes functionalities to simplify the gathering of complex interrelated midstream processes to optimize the natural gas scheduling operation.

The Standard Gathering Functionality focus on requirements for gathering for the Gathering Operator and Gathering Shipper personas which including the following:

- **Gathering:** Allows for external operator and shipper nominations and confirmations via a web portal

My Quorum TIPS Add-Ons

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

The following Add-Ons are currently available for My Quorum TIPS:

- **Division Order & Disbursements:** Manage distribution of settlement to operators and interest owners. Maintain division orders, escheat and monthly payments.
- **Contract Management (QCM):** Create and manage contracts for purchase, marketing and gathering contracts.
- **Query Module (QQM):** Business Objects, ad-hoc query tool for use with My Quorum products.
- **Quorum Gas Marketing (QGM):** Comprehensive end-to-end deal capture, scheduling, and accounting capabilities for gas marketing. If QGM is a selected add-on, QCM must be selected as well. These two products must be sold together.

The following Infrastructure Add-Ons are currently available for My Quorum TIPS:

- **Extra Production Environment**
- **Extra Test Environment**
- **Secure Gateway**
- **Availability**
- **Disaster Recovery**

For more detailed information regarding Infrastructure Add-Ons please review the [Quorum Cloud Standards](#) documentation

General My Quorum TIPS Licensing Terms

The My Quorum TIPS 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 My Quorum TIPS Standard Functionality is licensed and properly installed.

Subject to the terms of the Order, an My Quorum TIPS Software Subscription entitles Customer to receive access to the Standard Functionality and selected My Quorum TIPS Add-On(s) in connection with and for the benefit of the authorized Number of Licenses, Permitted Users and Territory of Use ("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).

Metric Definitions

➤ Suite Size:

| <u>Per Facility</u> | <u>Settlement Meters</u> | <u>Contracts</u> | <u>Capacity</u> |
|---------------------|--------------------------|------------------|-------------------|
| Small | Up to 100 | 1 to 10 | Up to 100 MMcf/d |
| Medium | 101 to 2500 | 11 to 100 | 101 - 350 MMcf/d |
| Large | 2501 to 5000 | 101 to 350 | 351 - 1000 MMcf/d |
| X-Large | 5001+ | 351+ | 1001+ MMcf/d |

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 and Territory of Use) 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 License 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 until 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 Licensed 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 8, 2024 | Initial Release |
| October 21 st , 2024 | Updates to Standard Functionality |
| October 24, 2024 | Delivery of Software Update |