

## Data License Agreement

This Data License Agreement (this "**Agreement**"), effective as of [REDACTED] (the "**Effective Date**"), is by and between Sulpetro Inc., a corporation incorporated under the laws of the Province of Alberta with offices located at 600 6 Ave SW, Calgary, Alberta, T2P 0S5 ("**Licensor**") and [REDACTED], corporation incorporated under the laws of the [province/territory] of [REDACTED] with offices located at [REDACTED] ("**Licensee**"). Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Licensor has compiled data into the proprietary data from the Licensor and such proprietary data is referred to in this Agreement as (the "**Data**"); and

WHEREAS, Licensor desires to license the Data to Licensee, and Licensee desires to license the Data from Licensor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License.

(a) License Grant. Subject to and conditioned on Licensee's payment of Fees and compliance with the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 12) license during the Term to use the Data solely for the permitted use set forth in Section 1(b) (the "**Permitted Use**").

(b) Permitted Use. Licensee shall use the Data for the purposes of market and industry analysis and for internal business decisions. Licensee may distribute Data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; (iii) to third party advisors, limited to the extent required to advise Licensee and provided they are not competitors of Licensor; (iv) incorporate it into publications of the Licensee. Upon expiration or earlier termination of this Agreement, Licensee may continue to use copies of the Data of which Licensee has downloaded prior to expiration or termination of this Agreement.

(c) Use Restrictions. Licensee shall only use the Data for the Permitted Use and shall not disclose, release, distribute, or deliver the Data, or any portion thereof, to any third party without Licensor's prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Licensor. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly, or indirectly: (i) copy, modify, or create derivative works of the Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Data; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Data or methods used to compile the Data, in whole or in part; (iv) remove any proprietary notices included within the Data; (v) publish,

enhance, or display any compilation or directory based upon information derived from the Data; or (vi) use the Data in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Credit to Licensor. In the event that Licensee distributes Data under Section 1(b)(iv), Licensee shall ensure Licensor is identified as the producer of such Data, with express reference to Licensor as "Sulpetro Inc." For clarification, distribution under this section includes any academic papers, publications or other promotional materials which make use of the Data.

(e) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Data.

(f) Delivery. Licensor shall deliver the Data electronically, on tangible media, or by other means on a frequency as mutually agreed upon by the Parties, to Licensee starting one (1) day following the day on which all of Licensee's invoices have been paid in full. Risk of loss of any tangible media on which the Data is delivered will pass to Licensee on delivery to carrier.

## 2. Fees and Payment.

(a) Fees. Licensee shall pay Licensor the fees ("Fees") set forth in by invoice of the Licensor without offset or deduction. Licensee shall make all payments hereunder in Canadian dollars on or before the due date set forth in such invoice. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor may charge interest on the past due amount at the rate of twenty two percent (22%) per annum calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payments or interest, including legal fees, court costs and collection agency fees; and (iii) if such failure continues for ten (10) days following written notice thereof, Licensor may prohibit access to the Data until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Data.

(b) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all goods and services, harmonized sales, provincial sales tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, or territorial governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

3. Data Security.

(a) Licensee shall use all legal and regulatory, and reasonable organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Data and to protect the Data from unauthorized access, disclosure, duplication, use, modification, or loss.

4. Intellectual Property Ownership. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title and interest, including all intellectual property rights, in and to the Data. Licensee further acknowledges that: (a) the Data is an original compilation protected by Canadian copyright laws; (b) Licensor has dedicated substantial resources to collect, manage and compile the Data; and (c) the Data constitutes trade secrets of Licensor.

5. Disclaimer of Warranties and Conditions. THE DATA IS PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES AND CONDITIONS ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE DATA, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6. Indemnification.

(a) Licensor Indemnification.

- (i) Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, or costs (including reasonable legal fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Licensee's Permitted Use of the Data infringes or misappropriates such third party's Canadian intellectual property rights, *provided that* Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.
- (ii) If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole discretion, to (A) modify or replace any such infringing material to make it non-infringing, or (B) obtain rights to continue use. If Licensor determines that none of these alternatives is reasonably available, Licensor may terminate this Agreement, in its

entirety or with respect to the affected part or feature of the Data, effective immediately on written notice to Licensee.

- (iii) This Section 6(a) will not apply to the extent that the alleged infringement arises from (A) use of the Data in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing or (B) Licensee's violation of Section 1(b) and Section 1(c) of this Agreement.

(b) Licensee Indemnification. Licensee shall indemnify, hold harmless and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee's: (i) negligence or wilful misconduct; or (ii) use of the Data in a manner not authorized by this Agreement, *provided that* Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 6 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE DATA INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7. Limitations of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED ONE (1) TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO LICENSOR UNDER THIS AGREEMENT IN ONE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$1,000, WHICHEVER IS LESS.

8. Term and Termination.

(a) Term. This Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue until terminated according to this Agreement's express provisions.

(b) Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- (i) Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Licensor's delivery of written notice thereof; or (B) breaches any of its obligations under Section 1(b), Section 1(c) or Section 3;
- (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate and, without limiting Licensee's obligations under Section 3, all of Licensee's usage rights end immediately. Notwithstanding the foregoing, following expiration or earlier termination of this Agreement, Licensee will continue to be permitted to use prior downloaded Data as specified in Section 1(b). No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

(d) Survival. This Section 8(d) and Section 1(b), Section 1(c), Section 2, Section 3, Section 6, Section 7, and Section 9 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

9. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the

Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, and any other documents incorporated herein by reference, the following order of precedence governs: (i) this Agreement; and (iii) any other documents incorporated herein by reference.

10. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party as follows (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section):

Notice to Licensee

Email:

Attention:

Notice to Licensor:

Sulpetro Inc.

600 6 Avenue SW

Calgary, Alberta T2P 0S5

Email: information@sulpetro.com

Attention: Charlotte Kingsford

Notices sent in accordance with this Section 10 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the first day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

11. Force Majeure. In no event shall Licensor be liable to the Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns, or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12. Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

13. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Governing Law. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the province of Alberta or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the province of Alberta.

16. Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, shall be instituted in the courts of the province of Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Licensee irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

17. Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any purported assignment, transfer, or delegation in violation of this Section 17 is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

18. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

19. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 3 or, in the case of Licensee, Section 1(b) and Section 1(c) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Sulpetro Inc.

[LICENSEE NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: