

These INGU Data Storage Terms (these “**Data Storage Terms**”) govern the provision by INGU Solutions Inc. (“**INGU**”) of its hosted data storage service (the “**Data Storage Service**”) to you (“**CLIENT**”). By using the Data Storage Service, you accept and agree to be bound by these Data Storage Terms. If you do not agree to these Data Storage Terms, you may not use the Data Storage Service. These Data Storage Terms are incorporated by reference into the contract entered into between INGU and CLIENT (such contract, together with the Standard Service Terms and Conditions available at <https://ingu.com/termsandconditions>) (the “**Standard Service Terms and Conditions**”), and to the extent CLIENT obtains a separate subscription to INGU’s online-hosted platform, the INGU Pipeline Viewer, the INGU Pipeline Viewer Terms available at <https://ingu.com/termsandconditions>) (the “**Pipeline Viewer Terms**”), and any ancillary terms agreed to between INGU and CLIENT, collectively, the “**Contract**”). All capitalized terms not defined herein have the meanings given to them in the Contract.

1. **Data Storage Service.** Through the Data Storage Service, INGU may store Inspection Results (as defined in the Pipeline Viewer Terms) or other data, information, visualizations or outputs, including any data as set forth in the body of the Contract (“**Stored Data**”). CLIENT may only access and view Inspection Results through the INGU Pipeline Viewer.
2. **Subscription and Term.** The Data Storage Service is provided on an annual subscription basis. Each subscription term shall automatically renew for a successive twelve (12) month period unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

All fees paid or payable for the Data Storage Service are nonrefundable except as expressly provided in the Contract.

CLIENT may cancel the Data Storage Service upon written notice to INGU; however, any such cancellation shall be effective only at the end of the then-current subscription term, and no fees shall be refunded or credited.

INGU may terminate the Data Storage Service for convenience upon thirty (30) days’ written notice to CLIENT, in which case INGU shall refund any unused prepaid fees on a pro rata basis for the remaining portion of the then-current subscription term.

3. **Fees and Authorized Users.** CLIENT shall pay the applicable subscription fees as set forth in the applicable Contract.
4. **Data Ownership and Usage.** INGU retains all right, title, and interest in and to all Inspection Results collected by INGU and all Stored Data owned or licensed by INGU, together with any derived data, metadata, analytics, algorithms, and models generated by, through, or in connection with Stored Data (collectively, “**INGU Data**”). CLIENT acknowledges that INGU Data is proprietary to INGU and that CLIENT acquires no ownership rights therein. INGU may use and disclose INGU Data for its internal business purposes, including to improve services, develop new products, perform analytics, and train artificial intelligence or machine learning models, provided such use does not disclose CLIENT’s Confidential Information in identifiable form.
5. **Limitation of Liability.** IN NO EVENT SHALL INGU BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE DATA STORAGE SERVICE, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF INGU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INGU’S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE DATA STORAGE SERVICE SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CLIENT FOR THE DATA STORAGE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE THEORY OF LIABILITY.

This Section 5 is subject to any aggregate liability caps set forth in the Contract, which shall apply across all services provided by INGU, including, but not limited to, the Data Storage Service.

6. **Order Of Precedence.** In the event of any conflict or inconsistency between these Data Storage Terms, on the one hand, and the Pipeline Viewer Terms, Standard Service Terms and Conditions or the body of the Contract, on the other hand, these Data Storage Terms shall control and prevail with respect to the Data Storage Service and all matters addressed herein. The order of precedence among the contractual documents shall be: (1) these Data Storage Terms (with respect to the Data Storage Service), (2) the Pipeline Viewer Terms (with respect to the INGU Pipeline Viewer), (3) the body of the Contract, and (4) the Standard Service Terms and Conditions.
7. **Security.** INGU will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and integrity of the Stored Data.
8. **Availability and Support.** INGU will use commercially reasonable efforts to make the Data Storage Service available to CLIENT, excluding downtime caused by scheduled maintenance, emergency maintenance, force majeure events, or factors outside INGU’s reasonable control. Reasonable technical support will be provided during INGU’s standard business hours.
9. **Post-Termination Access.** Upon expiration or termination of the Data Storage Service subscription or the Contract, CLIENT’s access to the Stored Data through the Data Storage Service shall cease. CLIENT will have thirty (30) days following such expiration or termination to download copies of Stored Data owned or licensed by CLIENT, in the format then made available by INGU. After this period, INGU shall have no obligation to maintain or provide access to the Stored Data and may delete the Stored Data in accordance with its data retention practices.
10. **Use Restrictions.** CLIENT shall not, and shall not permit others to: (a) reverse engineer, decompile, or disassemble any software underlying the Data Storage Service; or (b) use the Data Storage Service in violation of applicable law.
11. **Modifications to the Terms.** INGU may update or modify these Data Storage Terms from time to time in its sole discretion. INGU will notify CLIENT of material changes by posting the updated Data Storage Terms online (available at <https://ingu.com/termsandconditions>) or by other reasonable means. CLIENT’s continued use of the Data Storage Service following the posting of updated Data Storage Terms constitutes CLIENT’s acceptance of the updated Data Storage Terms. If CLIENT does not agree to the updated Data Storage Terms, CLIENT must cease use of the Data Storage Service.
12. **Termination and Suspension.** Either Party may terminate the Data Storage Service upon written notice if the other Party materially breaches its obligations under any provision of the Contract and fails to cure such breach within ten (10) days after receiving written notice specifying the breach. Upon expiration or termination of the Contract, CLIENT’s right to utilize and access the Data Storage Service shall immediately cease, subject to the post-termination access period set forth in Section 9.

INGU may suspend access immediately, without notice, to the extent reasonably necessary to protect the security, integrity, or availability of the Data Storage Service or INGU’s systems. Any suspected inappropriate, fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies INGU may have at law or in equity.