

These INGU Pipeline Viewer Terms of Use (these “**Terms**”) govern your access to and use of the INGU Pipeline Viewer, an online-hosted platform provided by INGU Solutions Inc. (“**INGU**”). By accessing or using the INGU Pipeline Viewer, you (“**CLIENT**”) accept and agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the INGU Pipeline Viewer. These Terms are incorporated by reference into the contract 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**”), the INGU Data Storage Terms available at <https://ingu.com/termsandconditions> (the “**Data Storage Terms**”), and any ancillary terms agreed to between INGU and CLIENT, collectively, the “**Contract**”), and all capitalized terms not defined herein have the meanings given to them in the Contract. A subscription to the INGU Pipeline Viewer includes the Data Storage Service (as defined in the Data Storage Terms). Clients may also obtain a subscription to the Data Storage Service independently, without a subscription to the INGU Pipeline Viewer, in which case the Data Storage Terms (and not these Terms), together with the body of the Contract and the Standard Service Terms and Conditions, shall govern such subscription.

1. **Overview of the INGU Pipeline Viewer.** The INGU Pipeline Viewer is INGU’s online-hosted platform through which CLIENT may access and view Inspection Results (as defined below). The INGU Pipeline Viewer is accessible via a supported web browser during an active subscription term. CLIENT’s right to access the INGU Pipeline Viewer is subject to CLIENT’s payment of applicable fees and compliance with the Contract. “**Inspection Results**” means all data, information, visualizations, and other outputs made accessible to CLIENT via the INGU Pipeline Viewer..
2. **Authorized Users and Account Security.** Access to the INGU Pipeline Viewer and the Inspection Results is limited to CLIENT’s authorized users for whom CLIENT has paid the applicable per-user subscription fees, as set forth in the applicable Contract. Each authorized user will be issued unique login credentials. CLIENT is responsible for maintaining the confidentiality of all login credentials and for all activities that occur under its authorized users’ accounts. CLIENT shall promptly notify INGU of any unauthorized use of any account or any other breach of security. CLIENT shall not share login credentials or permit unauthorized users to access the INGU Pipeline Viewer. CLIENT shall be fully responsible for any acts or omissions of its authorized users and any breaches of the Contract caused by such authorized users.
3. **Permitted Use.** CLIENT may access and view Inspection Results through the INGU Pipeline Viewer, solely for CLIENT’s internal business purposes, in accordance with the license granted in Section 5(c) of these Terms. For the avoidance of doubt, Inspection Results shall not constitute “deliverables” as that term is used in the Standard Service Terms and Conditions, and the acceptance, delivery, and post-termination provisions applicable to deliverables under the Standard Service Terms and Conditions shall not apply to Inspection Results.

CLIENT may provide feedback, ideas and suggestions to INGU relating to the INGU Pipeline Viewer, Inspection Results or other content contained thereon (collectively, “**Suggestions**”). If CLIENT provides any Suggestions, CLIENT agrees that: (i) such Suggestion(s) become INGU’s property and CLIENT is not owed any compensation in exchange; (ii) none of the Suggestion(s) contain confidential or proprietary information of any third party; (iii) INGU may use or redistribute Suggestion(s) for any purpose and in any way; (iv) there is no obligation for INGU to review Suggestion(s); and (v) INGU has no obligation to keep any Suggestions confidential.

4. **Use Restrictions.** CLIENT shall not, and shall not permit any authorized

user or other person to:

- (a) share login credentials or permit unauthorized users to access the INGU Pipeline Viewer;
 - (b) copy, distribute, or disclose Inspection Results to any third party except as expressly permitted by the Contract;
 - (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software underlying the INGU Pipeline Viewer;
 - (d) use the INGU Pipeline Viewer or Inspection Results in violation of applicable law;
 - (e) interfere with, disrupt, or attempt to gain unauthorized access to the INGU Pipeline Viewer, its servers, or any networks connected thereto;
 - (f) use any automated means, including bots, scrapers, or crawlers, to access or extract data from the INGU Pipeline Viewer;
 - (g) remove, alter, or obscure any proprietary notices, labels, or marks on or within the INGU Pipeline Viewer or the Inspection Results;
 - (h) sublicense, sell, resell, transfer, assign, or otherwise make available the INGU Pipeline Viewer or any portion thereof to any third party;
 - (i) access or use the INGU Pipeline Viewer to build a similar or competitive service or application;
 - (j) upload, transmit, or introduce any viruses, worms, Trojan horses, time bombs, spyware, malware, or other harmful or malicious code or software through the INGU Pipeline Viewer;
 - (k) attempt to probe, scan, or test the vulnerability of the INGU Pipeline Viewer or any related system or network, or attempt to breach any security or authentication measures;
 - (l) attempt to interfere with, compromise, or decipher any transmissions to or from the servers running the INGU Pipeline Viewer;
 - (m) create or compile, directly or indirectly, any collection, compilation, database, or directory from data or content obtained through the INGU Pipeline Viewer;
 - (n) use the INGU Pipeline Viewer other than for its intended purposes as set forth in the Contract; or
 - (o) use the INGU Pipeline Viewer, Inspection Results, or INGU Data (as defined in the Data Storage Terms) to train, validate, or develop machine learning models, artificial intelligence systems, or benchmarking analyses, whether for internal or third-party purposes.
5. **Intellectual Property**
 - (a) Except for the rights expressly granted under the Contract, each Party owns and retains in whole and in part any and all rights to any patents, copyrights, trademarks, and trade secrets developed by such Party prior to the effective date of the Contract.
 - (b) As between CLIENT and INGU, INGU is the sole and exclusive owner of all intellectual property rights (including all rights to any patents, copyrights, trademarks, and trade secrets) in the INGU Pipeline Viewer, including all software, technology, interfaces, designs, algorithms, and documentation, whether patentable or unpatentable, registered or unregistered, and including all rights in any application for any of the foregoing, that are developed or prepared in connection with the INGU Pipeline Viewer or the provision of access thereto, whether conceived or made alone or with others (“**INGU’s Intellectual Property**”). During and after the term of CLIENT’s subscription, CLIENT shall cooperate with and assist INGU in INGU’s preparation, recordation, and/or prosecution of any documents relating to INGU’s ownership of any rights in and to INGU’s Intellectual Property. CLIENT hereby irrevocably appoints INGU as its attorney-in-fact, coupled with an interest, to execute and file any such documents in CLIENT’s name.

- (c) INGU retains all right, title, and interest in and to all Inspection Results, together with any other INGU Data, accessed or viewed through the INGU Pipeline Viewer. Subject to CLIENT's payment of applicable fees and compliance with the Contract, CLIENT is granted a limited, non-exclusive, non-transferable, non-sublicensable license to use Inspection Results solely for CLIENT's internal business purposes.
- (d) CLIENT acknowledges and accepts that any license granted under these Terms shall not affect or apply to any materials, products, or other items transferred to CLIENT, installed by, or configured by INGU that are not created or owned by INGU and are subject to a separate licensing agreement, any products owned by INGU that are subject to a separate licensing agreement, or any other services subject to the Contract. CLIENT acknowledges and accepts that the respective licensing agreement(s), ancillary terms, or applicable Contract, as applicable, shall govern the use of such products, services, or materials.
- (e) CLIENT shall be deemed to have granted to INGU a perpetual, irrevocable, enterprise-wide, worldwide, royalty-free, fully paid-up, nonexclusive right and license to use and modify any copyrighted materials or any other property or rights belonging to CLIENT, or any third party, obtained by CLIENT for use by INGU in connection with the INGU Pipeline Viewer or the provision of access thereto. CLIENT represents and warrants that CLIENT shall obtain all releases, licenses, permits, and other authorizations to use proprietary materials belonging to third parties for use by INGU in connection with the INGU Pipeline Viewer. CLIENT is responsible for the accuracy, completeness, and proprietary information concerning CLIENT materials that it furnishes to INGU.
- (f) Any analyses, annotations, interpretations, or derivative materials created by CLIENT that are based on or incorporate Inspection Results or INGU Data shall not affect INGU's ownership of the underlying Inspection Results, INGU Data or INGU's Intellectual Property.

6. Disclaimer of Warranties. THE INGU PIPELINE VIEWER AND ALL INSPECTION RESULTS ACCESSIBLE THROUGH IT ARE PROVIDED "AS IS" AND "AS AVAILABLE." INGU MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE INGU PIPELINE VIEWER OR INSPECTION RESULTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY, OR NON-INFRINGEMENT. INGU DOES NOT WARRANT THAT THE INGU PIPELINE VIEWER WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR THAT ANY DEFECTS WILL BE CORRECTED. INGU DOES NOT WARRANT OR REPRESENT ANY THIRD-PARTY PRODUCTS, SOFTWARE, OR MATERIALS USED IN CONNECTION WITH THE INGU PIPELINE VIEWER, AND ALL SUCH THIRD-PARTY PRODUCTS, SOFTWARE, AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7. Limitation of Liability. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, 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 INGU PIPELINE VIEWER OR THE INSPECTION RESULTS ACCESSIBLE THROUGH IT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, GOODWILL, 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 INGU PIPELINE VIEWER, THE INSPECTION RESULTS OR THESE TERMS SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CLIENT FOR THE INGU PIPELINE

VIEWER SUBSCRIPTION 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 7 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, access to the INGU Pipeline Viewer.

8. Availability and Support. INGU will use commercially reasonable efforts to make the INGU Pipeline Viewer 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. INGU reserves the right to perform scheduled and emergency maintenance on the INGU Pipeline Viewer, which may result in temporary unavailability. INGU will use commercially reasonable efforts to provide advance notice of scheduled maintenance. No service level agreement or uptime commitment applies to the INGU Pipeline Viewer unless expressly set forth in the Contract.

9. Modifications to the Terms. INGU may update or modify these Terms from time to time in its sole discretion. INGU will notify CLIENT of material changes by posting the updated Terms online (available at <https://ingu.com/termsandconditions>) or by other reasonable means. CLIENT's continued use of the INGU Pipeline Viewer following the posting of updated Terms constitutes CLIENT's acceptance of the updated Terms. If CLIENT does not agree to the updated Terms, CLIENT must cease use of the INGU Pipeline Viewer.

10. Termination and Suspension. CLIENT's right to access and use the INGU Pipeline Viewer shall terminate automatically upon the expiration or termination of these Terms or the Contract. Upon such expiration or termination of these Terms, CLIENT's right to access the Data Storage Service under the INGU Pipeline Viewer subscription governed by these Terms shall also terminate, but CLIENT may continue to access the Data Storage Service under a separate standalone subscription with INGU, if any, subject to the Data Storage Terms. INGU may suspend or terminate CLIENT's access to the INGU Pipeline Viewer immediately if CLIENT breaches any provision of the Contract.

INGU may suspend access immediately, without notice, to the extent reasonably necessary to protect the security, integrity, or availability of the INGU Pipeline Viewer 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.

11. Confidentiality. Other than the Inspection Results, CLIENT shall treat all information accessed through the INGU Pipeline Viewer as Confidential Information of INGU, subject to the confidentiality obligations set forth in the Contract. CLIENT shall not disclose, disseminate, or otherwise make accessible any information obtained through the INGU Pipeline Viewer to any third party except as expressly permitted by the Contract. CLIENT's confidentiality obligations under this Section 11 shall survive termination or expiration of these Terms.

12. Order of Precedence. In the event of a conflict between these Terms, on the one hand, and the Data Storage Terms, the Standard Service Terms and Conditions, or the body of the Contract, on the other hand, these Terms shall control with respect to CLIENT's access to and use of the INGU Pipeline Viewer. The order of precedence among the contractual documents shall be: (1) these Terms (with respect to the INGU Pipeline Viewer), (2) the Data Storage Terms (with respect to the Data Storage Service, whether obtained as part of an INGU Pipeline

Viewer subscription or as a standalone subscription), (3) the body of the Contract, and (4) the Standard Service Terms and Conditions.