

SMART GAS TERMS AND CONDITIONS OF SERVICE

These Smart Gas Terms of Service (this “**Agreement**”) by and between SMART GAS SCIENCES, LLC, a Delaware limited liability company and its Affiliates (“**Smart Gas**”) and the entity or person signing the Order Form referred to below or otherwise purchasing any Services (“**Customer**”) is entered into and made effective as of the effective date of an order form executed by Customer that includes a link to or otherwise references the terms of this Agreement (the “**Effective Date**,” and such order form, the “**Order Form**”). By entering into an Order Form or purchasing or using any Services, Customer accepts, and hereby agrees to be bound by, the terms of this Agreement.

As used herein “**Affiliate**” means any person, corporation, company, partnership, joint venture or other entity controlling, controlled by or under common control with Smart Gas. For such purpose, the term “control” means the holding of fifty percent (50%) or more of the common voting stock, units or ordinary shares in, or the right to appoint fifty percent (50%) or more of the directors of, or otherwise possessing the power, either directly or indirectly through one (1) or more intermediaries, to direct or cause the direction of the management and policies of the said corporation, company, partnership, joint venture or entity.

1. DESCRIPTION OF SERVICES.

1.1. Services. Smart Gas shall provide the services (the “**Services**”) set forth in any Order Form, including the results of tests that Customer orders on any such Order Form (“**Test Results**”), in each case in accordance with and subject to the terms of this Agreement and applicable federal, state, and local laws, rules and regulations (“**Law**”). Other than any samples or related documents or specifications provided to Smart Gas by or on behalf of Customer (collectively, “**Customer Materials**”) and except as otherwise set forth in the Order Form, Smart Gas shall furnish, at Smart Gas’ own expense, the materials, equipment, and other resources necessary to perform the Services. Smart Gas may provide the Services through the use of subcontractors selected by Smart Gas (“**Permitted Subcontractors**”). Smart Gas will remain liable and responsible for the performance of any Services by Permitted Subcontractors and ensuring that each Permitted Subcontractor has complied with all of Smart Gas’ obligations hereunder.

1.2. Customer Responsibilities. If Customer provides or delivers Customer Materials to Smart Gas in connection with Smart Gas’ provision of the Services, Customer represents that it has all rights in such sample required for Smart Gas’ performance of the Services, testing and analysis, and that Smart Gas has the unlimited, perpetual, irrevocable right to use such sample for the Services, testing or analysis. Customer’s failure to fulfill any responsibility, perform any obligation or provide any Customer Materials required to be fulfilled, performed, or provided by Customer pursuant to the Order Form may affect Smart Gas’ ability to perform the Services and the timelines for performance thereof. Customer is solely responsible for shipping all physical Customer Materials to Smart Gas at the address set forth on the Order Form. Customer’s provision and shipment of all Customer Materials shall be at Customer’s sole cost and expense. Customer assumes all risk of any liability, loss, harm, injury, damage, or cost, whether to persons, Customer Materials, or other property, in the course of, or that is caused by, Customer’s procurement and shipment of Customer Materials.

2. CONFIDENTIALITY.

2.1. Confidential Information. In connection with this Agreement, Smart Gas may have access to information that Customer treats as confidential and proprietary, including Customer’s information pertaining to business operations and strategies, technology, pricing, marketing, finances, sourcing, personnel, operations, suppliers or customers, in each case whether spoken, written, electronic, or in any other form or medium, in each case (a) that is marked “confidential” or with a similar legend, (b) that is identified by Customer in writing as confidential before, or within 30 days after, disclosure to Smart Gas, or (c) that otherwise does not fall within any of the prior clauses of this sentence, but which a reasonable person would conclude is of a confidential nature given the facts and circumstances of such disclosure by Customer (collectively, “**Confidential Information**”). The Customer Materials are Confidential Information.

2.2. Confidentiality Obligations. Smart Gas shall: (a) treat all Confidential Information as strictly confidential using such degree of care as Smart Gas uses for its own confidential information, but in any event no less than reasonable care; and (b) not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without Customer’s prior consent in each instance (other than, in each case, (i) Smart Gas’ employees and contractors who have a reasonable need to know in order for a party to perform

under this Agreement, (ii) Smart Gas' legal counsel, advisors, potential and actual investors, or similar parties, (iii) Smart Gas' accountants, banks, and potential and actual lenders and financing sources and their advisors, and (iv) to a third party which plans to acquire all or substantially all the equity or assets of, or to merge with, such party, in connection with a "due diligence" investigation for such a transaction, in each case who are bound by fiduciary, legal, or contractual confidentiality obligations at least as stringent as those set forth herein).

2.3. Exceptions. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes generally available to the public other than as a result of Smart Gas' breach of this Agreement; (b) is obtained by Smart Gas on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Smart Gas' possession prior to Customer's disclosure hereunder; or (d) was or is independently developed by Smart Gas without using any Confidential Information.

2.4. Disclosure Required by Law. Smart Gas may disclose Confidential Information to the extent required by applicable Law or court order, so long as: (a) Smart Gas gives reasonable advance notice to Customer Party in advance of such disclosure, if not prohibited by applicable Law; (b) seeks confidential treatment of such information from the entity to which the disclosure is made; and (c) discloses only that information which is legally required to be disclosed.

2.5. Internal Development. Smart Gas shall have the right to use, but not disclose, Test Results, including to the extent such results are derived from, comprise or constitute Confidential Information, for internal purposes, including but not limited to (i) the development of aggregate data bases and information systems, (ii) analytic techniques, (iii) AI systems, and (iii) the development of further services, assets, and products.

3. FEES AND PAYMENT.

3.1. Fees and Expenses. As compensation for the Services and the rights granted to Customer in this Agreement, Customer shall pay to Smart Gas the fees set forth in each Order Form ("**Fees**"). Unless otherwise explicitly stated in the Order Form, all Fees are stated and paid in U.S. Dollars, and Customer shall pay all Fees in full at the time of purchase. In the event any Fees are not paid by Customer when due, Smart Gas may (a) assess interest at the lesser of 1.5% per month or the highest rate permissible under Law, or (b) suspend its performance under this Agreement, in each case until such time that Customer remits full payment of all such outstanding Fees. Customer agrees to reimburse Smart Gas for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by Smart Gas in connection with sample collection or other services that are, in each case, requested and approved in advance in writing by Customer.

3.2. Taxes. Customer shall be responsible to pay all taxes for its receipt of the Services; *provided, however*, that Smart Gas shall be responsible for all taxes based on Smart Gas' income or business operations generally (*e.g.*, employee withholdings, unemployment, social security, workers' compensation, *etc.*) and all payroll and employment taxes relating to Smart Gas' personnel.

4. INTELLECTUAL PROPERTY.

4.1. Definitions. In this Agreement: (a) "**IP Rights**" means all forms of intellectual property rights and other proprietary rights and protections throughout the world, including all (i) patents and statutory invention registrations (including any patent applications, together with all continuations, continuations-in-part, divisions, extensions, provisionals, reexaminations, reissues, renewals and revisions), inventions, discoveries, improvements, methods, and processes; (ii) copyrights and other published and unpublished works of authorship, including software, source code, databases, and derivative works; (iii) trademarks, service marks, and other source identifiers, together with all goodwill associated therewith; (iv) Internet domain names; and (v) trade secrets under Law, proprietary information, technical information, know-how and other information not generally known or readily ascertainable through proper means, whether tangible or intangible, including algorithms, models, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques, in each case whether currently existing or hereafter developed or acquired, arising under statutory law, common law, or by contract, and whether or not perfected, registered, or issued, including all applications, disclosures, registrations, issuances, renewals, and extensions with respect thereto; and (b) "**Results**" means results, proceeds and output, including writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever.

4.2. Right to Test Results. Subject to Customer's compliance with the terms of this Agreement, Smart Gas hereby grants to Customer a royalty-free, fully paid-up, perpetual, irrevocable, worldwide license to reproduce, use, disclose and display the Test Results in connection with any lawful purpose of Customer. For clarity, nothing in this Agreement prohibits Customer from publicly disclosing, issuing any press release, making any public statement, or otherwise communicating with any third party regarding the Test Results and the Services. All rights not expressly granted to Customer in this Section 4.2 are expressly reserved to Smart Gas and its licensors and service providers. As between the parties, Smart Gas is and will continue to be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Results and IP Rights created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by or on behalf of Smart Gas (a) in the course of performing the Services or otherwise in connection with this Agreement, including all data output and other Results generated by Smart Gas' analytical and testing work from input of the Customer Materials, and (b) prior to the Effective Date or not specifically in connection with performance of the Services, and (c) any update, improvement, advancement, further development, or other modification to the foregoing.

5. TERM AND TERMINATION. The term of this Agreement commences on the Effective Date and remains in force until terminated pursuant to this Section 5 (the "**Term**"). To the extent either party has been performing in connection with elements described in an Order Form prior to the Effective Date, the terms and conditions of the Order Form and this Agreement shall retroactively govern each party's performance in connection with the subject matter thereof. Either party may terminate this Agreement (a) if the other party breaches any provision of this Agreement or the Order Form and fails to fully cure such breach within 30 days after receiving notice from the non-breaching party, or (b) for convenience upon 30 days' notice to the other party if the parties have not entered into an Order Form for a period of six consecutive months prior to the date of such notice. Upon termination of this Agreement: (i) all rights and duties of the parties under this Agreement and all Order Forms shall cease, except that all licenses in this Agreement that are perpetual shall continue in full force and effect; and (ii) within 30 days of the effective date of termination, Customer will pay all amounts owed to Smart Gas for Services (if any). Sections 1.2, 2, 4, 5, 6.3, 7, 8 and 9 shall survive termination of this Agreement.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Joint Representations and Warranties. Each party represents, warrants, and covenants to the other party that: (a) it is an entity duly incorporated or organized, validly existing, and in good standing; (b) it has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement has been duly authorized by all necessary organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms and conditions and will not violate or constitute a breach of any agreement binding upon such party.

6.2. Export Laws. Customer acknowledges that export laws and regulations of the United States and any other relevant local export laws ("**Export Control Laws**") govern Customer's use of the Test Results. Customer agrees: (a) to comply with all applicable Export Control Laws and (b) that it shall not, directly or indirectly, export or transmit the Test Results or any other data, information, or materials resulting from the Services (or direct product thereof) in violation of the Export Control Laws or use any of the foregoing for any purpose prohibited by the Export Control Laws.

6.3. DISCLAIMER. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN ORDER FORM, THE SERVICES ARE PROVIDED "AS-IS" AND EACH PARTY HEREBY DISCLAIMS AND WAIVES ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; TITLE; AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

7. INDEMNIFICATION.

7.1. Mutual Obligations. Each party shall defend, indemnify, and hold harmless the other party and its affiliates and its and their officers, directors, employees, successors and assigns from and against all losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) (collectively, "**Losses**") incurred in connection with any third-party claim,

suit, action, or proceeding to the extent arising out of or resulting from: (a) such party's gross negligence or willful misconduct; (b) in the case of Smart Gas as indemnitor, a claim that the Test Results (excluding any Customer Materials) infringes, misappropriates or otherwise violates the IP Rights of a third party; (c) in the case of Customer as indemnitor, Customer's breach of this Agreement or a claim that any Customer Materials infringe, misappropriate or otherwise violate the IP Rights of a third party. The party seeking indemnification (the "**Indemnified Party**") shall: (i) provide prompt notice to the other party (the "**Indemnifying Party**") of any claim, demand or action for which the Indemnified Party is seeking indemnification hereunder (provided that the failure to give such notice shall not relieve the Indemnifying Party of its indemnification obligations except to the extent the Indemnifying Party is materially prejudiced by such failure); (ii) give the Indemnifying Party the right to control the defense (provided that the Indemnifying Party shall not agree to any settlement or compromise that results in any admission on the part of the Indemnified Party, or imposes any obligation or liability on the Indemnified Party, without the Indemnified Party's prior written consent); and (iii) reasonably cooperate with the Indemnifying Party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action. The Indemnified Party may participate in such litigation, negotiations and settlements with counsel of its own choosing, at its own expense.

7.2. Corrective Actions. In the event any Test Results are held or are believed by Smart Gas to infringe third-party IP Rights, Smart Gas may, at its sole option and expense, (a) modify the Test Results so that they are non-infringing; (b) replace the Test Results with non-infringing technology or data which is functionally equivalent; (c) obtain a license for Customer to continue using the Test Results as provided herein; or (d) terminate this Agreement by written notice to Customer. This Section 7 states the sole and exclusive remedy of Customer and the entire liability of Smart Gas, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

8. LIMITATION OF LIABILITY. EXCEPT FOR: (a) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER; (b) INFRINGEMENT OF EITHER PARTY'S IP RIGHTS BY THE OTHER PARTY; (c) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; OR (d) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, AND (ii) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO THE LIABILITY.

9. GENERAL TERMS.

9.1. Remedies. If a party violates or threatens to violate Section 2 or Section 4 hereof, the other party shall be entitled to immediate and permanent injunctive relief in addition to all other rights and remedies it may have under this Agreement, at law or in equity, without the necessity of posting a bond. Except as expressly provided otherwise in this Agreement, the rights and remedies provided in this Agreement or otherwise under Law shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy. If a party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.

9.2. Governing Law; Venue. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Texas, other than such Laws (including case law) that would require or permit the application of the Laws of any jurisdiction other than those of the State of Texas. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.3. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (other than payment obligations), if the failure or delay is caused by or results from acts beyond the impacted party's control (which events may include natural disasters, embargoes, floods, explosions, riots, wars or acts of invasion or terrorism, requirements of law, national or regional emergency, strikes, labor stoppages or slowdowns, epidemics, pandemics, public health emergencies, or shortage of adequate power or transportation) (each, a "**Force Majeure Event**"), so long as the impacted party notifies the other party as soon as practicable after the commencement of the Force Majeure Event and resumes performance if and when practicable.

9.4. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) terms used in the plural include the singular and *vice versa*; (b) any reference to a "Section" refers to a Section of this Agreement; (c) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; (d) all Section headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (e) the words "including," "included" and "includes" mean inclusion without limitation; (f) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or"; and (g) this Agreement has been jointly negotiated by the parties hereto and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

9.5. Miscellaneous. The parties are independent contractors. Nothing in this Agreement will be construed to constitute Smart Gas or any of its employees as an agent, employee, or representative of Customer. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. In the event of a conflict between this Agreement and any other agreement, the terms of this Agreement shall govern. Smart Gas may improve, modify, pause, or discontinue its services, or terminate a relationship with any Customer for any reason. Modification or improvement of services or technologies in the future does not entitle Customer to additional analyses or services. Customer is entitled to no benefit from any Smart Gas database, research, or commercial products that may be developed, nor to any compensation therefrom. All notices, consents, approvals, and other communications required or permitted under this Agreement must be in writing and addressed to the other party at its email address set forth in the Order Form (or to such other email address that the receiving party may designate in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by email. A notice is effective only upon receipt by the receiving party and if the party giving the notice has complied with the requirements of this Section. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Such unenforceable term or provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. 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, 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. Any assignment or delegation in violation of this Section shall be void. This Agreement shall be binding on, and benefits solely, the parties to this Agreement and their respective permitted successors and permitted assigns, and nothing in this Agreement confers any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.