

SAAS AGREEMENT FOR ATLAS PLATFORM

This Software as a Service (SaaS) Agreement (this “**Agreement**”) governs the Services (as defined below) provided by Atlas Sand Company, LLC (d/b/a Atlas Energy Solutions), a Delaware limited liability company (“**Atlas**” or “**Licensor**”), to Licensee (as defined below).

Please read this Agreement carefully before accessing or using the Platform and/or the Services because it constitutes a legally binding contract between you and Licensor. You are automatically accepting and agreeing to the most recent version of this Agreement whenever you access or use the Platform or the Services, and your continuing access or use of any of the foregoing reaffirms your acceptance and agreement in each instance. If you do not accept and agree to this Agreement in its entirety, then you are strictly prohibited from accessing or using the Platform or the Services. Licensor may supplement, amend, or otherwise modify this Agreement at any time. Such modifications shall be deemed effective as of their stated effective or modification dates. It is your responsibility to carefully review this Agreement each time you access or use the Platform or the Services.

I. DEFINITIONS; ACCOUNTS

1.1 Definitions.

- (a) “**Affiliate**” means, as to any Person, any other Person that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under direct or indirect common control with, such Person. For purposes of this definition, “**control**” (including the terms “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
- (b) “**Atlas Group**” means (i) Atlas, (ii) each of its Affiliates, and (iii) the directors, officers, employees, contractors, subcontractors, representatives, and agents of each of (i) and (ii); *provided that*, Licensee is not a member of Atlas Group for the purposes of this definition.
- (c) “**Custom Services**” means any customizations beyond the standard, “out-of-the-box” Platform, including branding customizations, special customizations, or any custom-developed technology or software.
- (d) “**Platform**” means, collectively, the digital platform comprised of website applications and mobile applications hosted and/or operated by the Atlas Group, and which may be updated, expanded, consolidated, or otherwise modified from time to time, and all of which are used as part of the Purpose.
- (e) “**Licensee**” means the Person using the Services; *provided that*, if a natural person is using the Services on behalf of or in relation to work performed for such natural person’s employer, “Licensee” shall refer to such employer entity (and in such case, such natural person warrants and represents that he/she has the requisite authority to bind his/her employer with respect to the terms and conditions of this Agreement).
- (f) “**Licensee Data**” means data or information belonging to Licensee that is uploaded or transmitted using the Services by a member of Licensee Group.
- (g) “**Licensee Group**” means (i) Licensee, (ii) each of its Affiliates, and (iii) the directors, officers, employees, contractors, subcontractors, representatives, and agents of each of (i) and (ii).
- (h) “**Party**” means Atlas or Licensee, individually, and “**Parties**” means Atlas and Licensee,

collectively.

- (i) “**Person**” means any individual or entity of any type.
- (j) “**Purpose**” means the management of shipments, invoices, products, equipment, contracts, and/or associated information and documentation relating to supply chain management, with each app within the Atlas Platform being more particularly described here: <https://www.atlas.energy/saas-overview-and-terms#appdiscriptions>.
- (k) “**Services**” means the provision of the portion(s) of the Platform made available to Licensee and Custom Services (if any).

1.2 **Account Registration, Access, and Details.**

- (a) Licensee agrees that all information that Licensee provides Atlas in connection with Licensee’s initial registration for access and use of the Services, all of which shall constitute Licensee Data, is true, accurate, and complete to the best of Licensee’s knowledge, belief, and ability. Licensee agrees to maintain and routinely update such information to ensure it is true, accurate, and complete at all times. The Parties acknowledge and agree that Atlas may rely on Licensee to ensure Licensee Data is true, accurate, and complete at all times, and Atlas shall have no liability of any nature whatsoever to Licensee for any use, storage, transmission, or processing of Licensee Data in connection with the Platform and the Services, regardless of the cause.
- (b) To access or use the Services, Licensee may be required to obtain a username (“**User ID**”). As further detailed in Section 1.2(d) below, Licensee shall have sole responsibility for ensuring that only authorized individuals may utilize Licensee’s User ID and for keeping Licensee’s User ID secure. Licensee hereby authorizes Atlas to process any and all account transactions initiated through the use of Licensee’s User ID (collectively, “**Transactions**”), and Atlas shall have no liability of any nature whatsoever to Licensee in connection with the effectuation and processing of any Transactions.
- (c) Licensee shall not cause or permit any of the following: (i) sharing Licensee’s User ID or password with anyone without Atlas’s prior written consent; (ii) use of the Services in breach of applicable law or regulations; (iii) utilizing Services for any purpose other than for the Purpose and in the ordinary course of business; or (iv) violation of any of the terms of this Agreement.
- (d) Licensee is responsible for maintaining the confidentiality of its User ID and password, and Licensee is fully responsible for all access and any activity that occurs through use of Licensee’s User ID or password. Licensee agrees to immediately notify Atlas in writing of any unauthorized use of Licensee’s User ID or password or any other breach of security in connection with the Services. Licensee also agrees to take such steps as may be requested by Atlas to prevent unauthorized use of Licensee’s User ID or password. Further, Licensee is solely responsible for the acts and omissions of each member of Licensee Group and any Person accessing the Services using Licensee’s credentials or login information as if such member or Person were Licensee itself.

II. **GRANT OF ACCESS**

- 2.1 **Access and Use of Services; License.** Subject to the terms of Section 1.2 and the other terms of this Agreement, Atlas grants to Licensee a non-exclusive, non-sublicensable, non-transferable limited license to use the Services solely for the Purpose and the business operations of Licensee, but which may be terminated at any time, without cause, by Atlas upon ten (10) days’ prior written notice to Licensee. Atlas

has the right to modify, update, suspend, discontinue, or replace the Services or any part thereof at any time without prior notice and without any liability to Licensee. Licensee agrees that Atlas is not liable for any interruption of the Services for any reason, including any interruption because of emergency or maintenance. Atlas reserves the right to monitor all use of the Services.

- 2.2 **Restrictions on Use.** Licensee shall not: (a) lease, rent, loan, license or sublicense to third parties, provide service bureau, time sharing, outsourcing, data processing or other services to third parties, or otherwise permit the use of or access to the Services by or for the benefit of any third party; (b) assign (except as expressly permitted by Section 7.2), sell, pledge, charge, encumber, transfer or otherwise dispose of the Services to any third party, whether voluntarily, by operation of law or otherwise; (c) use the Services for any unlawful purpose; (d) copy, translate, decompile, disassemble or reverse engineer any of the Services; (e) delete or in any manner alter any copyright, trademark, or other proprietary right notice or marking appearing on any information that Licensee receives from Atlas or which appears on the Services; or (f) modify, improve, revise or create derivative works based on any of the Services. Notwithstanding any of the foregoing, Licensee hereby assigns to Atlas all right, title and interest in and to all modifications, improvements, revisions, and derivative works based on the Services created by Licensee.
- 2.3 **Prohibited Conduct.** Licensee shall not use the Services to: (a) upload or otherwise transmit any Licensee Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) impersonate any Person, including any Atlas representative, or misrepresent Atlas's affiliation with any Person; (c) forge headers or otherwise manipulate identifiers in order to disguise any use of the Services or the origin of any Licensee Data transmitted through the Services; (d) upload or otherwise transmit any Licensee Data that Licensee does not have a right to transmit under any law or any contractual relationship; (e) upload or otherwise transmit any Licensee Data that infringes or misappropriates any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any Person; (f) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of solicitation; (g) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Services or servers or networks connected to the Services; (i) permit access to or use of any Services in a way that circumvents a contractual usage limit; (j) incite or provide instructional information about illegal activities; (k) attempt to gain unauthorized access to any Atlas or third party systems or networks; (l) improperly use any of the Services, including creating Internet "links" to any part of the Services, "framing" or "mirroring" any part of the Services on any other websites or systems, or "scraping" or otherwise improperly obtaining data from any of the Services; or (m) build a competitive or similar product or service or benchmark against any other product or service.
- 2.4 **Audit Right.** From time to time, Atlas or its agents may audit or monitor Licensee Group's use of the Services (which may include examining Licensee's facilities, servers, systems, and records as necessary to verify that the Services are being used within the parameters specified in this Agreement). If the Services are being used contrary to this Agreement, Licensee shall promptly: (a) cure the breach; and (b) pay Atlas the costs and expenses incurred by Atlas in performing any such audit. Such assessment of additional fees, costs and expenses shall be without prejudice to any other remedies Atlas may have for breach of the Agreement, including termination under Section 4.2. Any audit pursuant to this Section 2.4 shall be permitted at any time during the term of this Agreement and for one (1) year thereafter. Atlas's decision not to perform an audit shall not relieve Licensee of its obligations under the Agreement or waive any rights of Atlas of enforcement hereunder.

- 2.5 **Export Restrictions.** Licensee acknowledges that the Services may be subject to the United States export control laws. Accordingly, Licensee shall not, directly or indirectly, export or permit the use of the Services outside the United States without obtaining Atlas's prior written consent and any required government authorization.
- 2.6 **Ownership; Retained Rights.** The Platform and all Services shall remain the exclusive property of Atlas. Except for the rights expressly granted to Licensee under this Agreement, Atlas shall retain all right, title and interest in, to, and under the Platform and Services. Atlas shall own (and Licensee hereby assigns to Atlas) all right, title and interest in, to, and under all suggestions, enhancement requests, recommendations, corrections, and other feedback provided by or on behalf of Licensee relating to or in connection with the Services. Further, Licensee acknowledges that Atlas may collect data submitted by Licensee to Atlas in connection with the Platform and Services or generated via use of the Services in order for Atlas to provide the Services and for purposes of developing and improving Atlas's products and services.
- 2.7 **Licensee Data.**
- (a) Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Licensee Data, and Atlas shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or storage failure of any Licensee Data.
 - (b) The Services may enable Licensee to send information directly to one or more Licensee service providers. Atlas is not responsible for any information (including any Licensee Data) sent by Licensee to any service provider.
 - (c) **LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ATLAS GROUP FROM AND AGAINST ANY CLAIMS, LOSSES, LIABILITIES, DEMANDS, JUDGMENTS, DAMAGES, SUITS, AND PROCEEDINGS (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING FROM, RELATED TO, OR IN CONNECTION WITH LICENSEE DATA.**
- 2.8 **Government Users.** If Licensee is any unit or agency of the United States government, Licensee agrees that the Services are "Commercial Computer Software," and Licensee is acquiring only "restricted rights" in the Services.
- 2.9 **Support and Custom Services.**
- (a) From time to time, Atlas may, in its sole discretion and in exchange for any consideration that may be mutually agreed upon by Atlas and Licensee, agree to provide support and/or other professional services to Licensee in connection with the Services (collectively, "***Support***") and certain other Custom Services. Licensee shall be responsible for providing, at no cost to Atlas and on a timely basis, such materials, data, information, supplies and facilities, as well as access to Licensee's personnel, as reasonably necessary for the performance of Support and Custom Services, and Atlas shall be entitled to rely on the sufficiency and accuracy of such materials, data, information, supplies and facilities. Licensee will cooperate and provide Atlas with assistance as may reasonably be required to properly perform Support and Custom Services. Licensee acknowledges that its timely provision of and access to facilities, assistance, cooperation, materials and accurate information and data, in each case as may be requested by Atlas (collectively, "***Cooperation***"), may be essential to performance of Support and Custom Services, and that any delays or deficiencies in Licensee Cooperation may require an adjustment in the terms of scope of the Support and Custom Services consistent with the duration and scope of the delay or deficiency.

- (b) Support and Custom Services are subject to any additional terms and conditions located here: <https://www.atlas.energy/saas-overview-and-terms#tnc>. In the event of a conflict between this Agreement and such additional terms and conditions, the additional terms and conditions shall govern, but only with respect to the Support and Custom Services.

III. FEES

- 3.1 **Fees.** Atlas and Licensee may mutually agree in writing upon terms for the payment of fees by Licensee for the Services performed by Atlas (collectively, the “***Fees***”).
- 3.2 **Taxes.** To the extent applicable to any Fees that may be agreed upon in writing by Atlas and Licensee, if any tax, duty, or other levy becomes due or assessed on any payment by Licensee to Atlas, then Licensee shall: (a) pay the net amount of the Fees, charges or expenses to be paid to Atlas hereunder after deduction of the tax, duty or levy; (b) pay the amount of any such tax, duty or levy directly to the applicable taxing authority; and (c) certify to Atlas upon request that all such taxes, duties and other levies have been paid.

IV. TERMINATION

- 4.1 **Term.** The term of the license shall continue indefinitely until terminated in writing, without cause, by: (a) Licensee, upon sixty (60) days’ prior notice to the Atlas; and (b) Atlas, upon ten (10) days’ prior notice to Licensee.
- 4.2 **Termination.**
- (a) If Atlas materially breaches this Agreement and fails to cure within thirty (30) days of receipt of written notice describing the material breach in reasonable detail, Licensee may terminate this Agreement upon providing written notice to Atlas.
- (b) Atlas may immediately terminate any of Licensee’s rights set forth in this Agreement: (i) as required by any law enforcement or other government or regulatory organization or authority or by the courts or if made illegal as a result of any act of the foregoing; (ii) in the event that Licensee fails or is unable or acknowledges its inability to pay its debts as they fall due, makes any arrangement or compromise with or for the benefit of its creditors, or institutes or has instituted against it any bankruptcy or insolvency proceedings or has a receiver, trustee or equivalent appointed over its assets; or (iii) if any member of Licensee Group breaches any provision of this Agreement or applicable law. Further, if Licensee Group breaches any provision of this Agreement, Atlas reserves the right to immediately refuse access to Services or any part of Services, and/or immediately delete Licensee’s User ID and password.
- (c) This Agreement is not terminable except as expressly permitted in this Agreement.
- 4.3 **Effect of Termination.** Upon the termination of this Agreement for any reason, Licensee shall immediately cease using the Services described therein. Termination of the license or any suspension of the Services shall not entitle Licensee to any refund of any Fees to Licensee (to the extent applicable). The terms and conditions of Articles 3, 5, 6, and 7 and Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, and 4.3 shall survive termination of this Agreement for any reason. Termination of the license by Atlas pursuant to Section 4.2(b) shall be in addition to any other right or remedy which Atlas may have at law, in equity, or pursuant to this Agreement.

V. DISCLAIMERS AND LIMITATIONS; INDEMNIFICATION

- 5.1 **Disclaimer of Warranties.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES AND SUPPORT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL ITS EXISTING KNOWN OR UNKNOWN FAULTS. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, ATLAS HEREBY DISCLAIMS AND LICENSEE WAIVES ALL REPRESENTATIONS, CONDITIONS, DUTIES AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING ANY REPRESENTATION, WARRANTY, DUTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR QUIET ENJOYMENT; (B) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE SERVICES OR SUPPORT; (C) AS TO THE RESULTS OBTAINED FROM USE OF THE SERVICES OR SUPPORT; OR (D) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD (OR, IF NONE, THE MINIMUM DURATION PERMITTED BY APPLICABLE LAW). ATLAS DISCLAIMS ANY WARRANTY THAT THE SERVICES OR SUPPORT WILL BE ERROR FREE, THAT THE OPERATION OF ANY SERVICES WILL BE UNINTERRUPTED OR THAT ANY ERRORS IN THE SERVICES OR SUPPORT CAN BE CORRECTED.
- 5.2 **Limitations and Exclusions of Liability.** IN NO EVENT SHALL ATLAS GROUP BE LIABLE TO LICENSEE GROUP FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ATLAS GROUP HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF. THE AGGREGATE LIABILITY OF ATLAS GROUP FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM OR RELATED TO THE SERVICES OR SUPPORT SHALL BE LIMITED TO THE FEES ACTUALLY PAID TO ATLAS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.
- 5.3 **Indemnification.** LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ATLAS GROUP FROM AND AGAINST ANY CLAIMS, LOSSES, LIABILITIES, DEMANDS, JUDGMENTS, DAMAGES, SUITS, AND PROCEEDINGS (INCLUDING ATTORNEYS’ FEES AND COURT COSTS) ARISING FROM OR IN CONNECTION WITH THE (A) NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF LICENSEE GROUP; (B) VIOLATION OF THIS AGREEMENT OR APPLICABLE LAW, RULE, OR REGULATION BY ANY MEMBER OF LICENSEE GROUP; AND (C) THE USE OF THE SERVICES, INCLUDING THE USE THEREOF IN RELATION TO NAVIGATION OR ROUTING.

VI. CONFIDENTIALITY

- 6.1 **Disclosure and Use.** Licensee shall hold the Services, any non-public information provided by Atlas Group to Licensee Group, and any non-public information observed or developed by Licensee Group during or in connection with its use of the Services (collectively, the “***Confidential Information***”) in the strictest confidence. Licensee shall not make any part of the Services available to any other Person except authorized user-employees of Licensee without the prior written consent of Atlas. Any disclosure of the Services to Licensee’s employees shall be permitted only if such employees have a need to receive the Services and provided such employees are contractually or legally bound to an obligation of confidence. Licensee shall exercise the highest degree of care to safeguard the confidentiality of the Confidential Information and shall implement and maintain appropriate technical and organizational measures to protect the Services, but in no event less than the measures it uses to protect its most

sensitive confidential information.

- 6.2 **Equitable Remedies.** Licensee acknowledges and agrees that any threatened or actual breach of Section 6.1 shall constitute immediate, irreparable harm to Atlas that cannot be compensated by money and as to which equitable remedies shall be awarded by a court of competent jurisdiction. Licensee hereby expressly waives the requirement of posting bond.

VII. MISCELLANEOUS

- 7.1 **Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Texas without giving effect to the principles of conflicts of law. Each Party agrees that any judicial proceeding brought to enforce any provision of the same or to recover damages for its breach shall be brought exclusively in the state and federal courts located in Travis County, Texas, and the Parties waive any objections to jurisdiction or venue of any such court. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.
- 7.2 **Assignment.** Licensee may not assign, transfer, delegate, or otherwise dispose of its rights, obligations, or duties under this Agreement without the prior written consent of Atlas, which may be withheld in Atlas's sole discretion. Any attempted assignment, transfer, delegation, or disposal by Licensee without such prior written consent will be void ab initio. Atlas may freely assign, transfer, delegate, or otherwise dispose of this Agreement at any time without notice to or consent from Licensee. This Agreement will be binding upon and inure to the benefit of each Party and its permitted successors and assigns.
- 7.3 **Force Majeure.** Without limiting any other provisions of this Agreement, Atlas shall not be liable for any delay, failure, or degradation in performance resulting from acts beyond the reasonable control of Atlas, including but not limited to (and whether similar or dissimilar) acts of God, acts of war, terrorism, riot, fire, flood, earthquake, pandemic, epidemic, or other disaster, acts of government, strike, lockout, power failure, telecommunications or Internet service provider failures, cyber attacks, denial of service attacks, or supply chain disruptions. Atlas shall not be required to settle any labor dispute or strike on terms it deems unreasonable.
- 7.4 **Notices.** Any notice required or contemplated by this Agreement must be in writing and will be deemed received when delivered by (a) United States mail, certified or registered, return receipt requested; (b) confirmed private commercial overnight courier service; or (c) electronic mail; *provided*, that in each case, such notice is properly addressed or transmitted as indicated below:

If to Atlas:

Atlas Sand Company, LLC (d/b/a Atlas Energy Solutions)
5918 W. Courtyard Dr., Ste. 500
Austin, TX 78730
Attn: Legal and IT Departments
Copy to: contracts@atlas.energy

If to Licensee:

Using the physical or email address provided by Licensee or otherwise on file with Atlas.

- 7.5 **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of these terms and conditions or affect the validity or enforceability of such provision in any other jurisdiction. If any provision herein is held invalid, illegal,

or unenforceable (including, any provision relating to indemnity), such invalidity, illegality, or unenforceability will not affect any other provision hereof, and the Parties will thereafter use best efforts to substitute a provision as similar as possible to the original provision while removing such invalidity, illegality, or unenforceability, such that the resulting provision yields an economic and legal effect as similar as possible to that of the original provision.

- 7.6 **Interpretation.** The Parties agree that (a) all uses of the word “shall” or “will” in this Agreement are interpreted as mandatory and not permissive; (b) all uses of the words “include”, “includes” and “including” in this Agreement shall be deemed to be followed by the phrase “without limitation”; (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (d) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Agreement); and (e) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.
- 7.7 **Amendments.** The terms of this Agreement may be modified from time to time solely by Atlas, in its sole and absolute discretion, by posting a new revision to <https://www.atlas.energy/saas-overview-and-terms#revlog>, and such modifications shall become effective immediately upon posting. Atlas may, but is not required to, notify Licensee of any such modifications. Licensee shall be responsible for reviewing any new revisions of this Agreement, and Licensee’s use of the Services and/or Support shall constitute the acceptance of this Agreement (as it may be amended from time to time) in each instance.
- 7.8 **Waiver.** Atlas may, at its sole and absolute discretion, waive any term or condition set forth in this Agreement. Any such waiver (a) shall be specific and in writing; (b) shall apply only to the specific instance and for the specific purpose for which it is given; (c) shall not be construed as a waiver of any subsequent breach or default of the same or similar nature; (d) shall not constitute a modification of any term or condition of this Agreement; and (e) shall not establish any course of dealing between the Parties. To be effective, any waiver must be in writing and signed by an authorized representative of Atlas.
- 7.9 **Policies.** Licensee hereby acknowledges and agrees to the terms of: (a) this Agreement, (b) the Privacy Policy and Data Processing Agreement, which are available at <https://www.atlas.energy/saas-overview-and-terms#privacypolicy> and incorporated herein by reference, and (c) the Terms of Use, which is available at <https://www.atlas.energy/saas-overview-and-terms#termsofuse> and incorporated herein by reference.
- 7.10 **Entire Agreement.** This Agreement, including any documents or policies incorporated herein by reference, constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the Parties regarding the subject matter hereof.