

## TERMS OF USE

These Terms of Use (this “**Agreement**”) concern the websites (together with their respective pages and features, the “**Site**”) and mobile software applications (together with their respective pages and features, the “**App**” and, together with the Site, the “**Platform**”) operated, hosted, and/or published by Atlas Sand Company, LLC (d/b/a Atlas Energy Solutions) (“**Company**”) and all associated services and products provided on, through, or in relation to the Platform (the “**Services**”). This Agreement is made and entered into by and between you and any person helping you access or use the Platform or the Services, whether as a guest or a registered user (collectively, “**you**” or “**your**”), on the one side, and Company on the other side. You and Company are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

**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 Company. This includes the “Dispute Resolution” clause contained in this Agreement, which provides for waivers of jury trials and class actions. 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. Company may supplement, amend, or otherwise modify this Agreement at any time. Such modifications will be posted on this or another page of the Platform, as Company deems appropriate in its sole discretion, and 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.**

1. **Eligibility**. The Platform is offered only to users eighteen (18) years of age or older, or otherwise the age of majority in each user’s respective jurisdiction, and who have accepted this Agreement. By accessing or using the Platform or the Services, you represent and warrant to Company that you meet these eligibility requirements. You agree to comply with all applicable laws for accessing and using the Platform or the Services.
2. **Privacy**. Company respects the privacy of others. Company’s policies concerning the collection and use of your personal information in connection with the Platform are set forth in its Privacy Policy, which you should carefully review each time you access or use the Platform or the Services.
3. **Your Devices**. Certain portions of the Platform may be configured for, and Company may offer the Platform through, certain computers, tablets, smart phones, or other electronic devices (“**Devices**”), and this Agreement shall apply with equal force and measure to your access and use of the Platform through such Devices. You are responsible for obtaining and updating the Device, software, operating system, carrier, and network access necessary to properly access and use the Platform. Company does not guarantee that the Platform or any portions thereof will function on or in connection with any particular Device, software, operating system, carrier, or network. If you access or use the Platform through a particular Device, then you hereby acknowledge and agree that information about your use of the Platform through that Device or its carrier or network (such as, by way of example only, the identity of your Device, or your Device’s carrier or network) may be communicated to Company and/or certain third parties (such as, by way of example only, your Device’s carrier or network). All or any part of the voice, message and data fees, rates, charges, and taxes of your Device’s carrier or network, or another third party, may apply to your access or use of the Platform. Company is not responsible for, and you further accept full responsibility for, all Device carrier and network fees, rates, charges and taxes which may apply, if any.

4. **Ownership.** The Platform and all elements and derivatives of the Platform (including, without limitation, all content, information, source codes, object codes, data, instructions, documentation, and expressions), as well as all copyrights, trademarks, trade secrets, and other intellectual properties of the foregoing, are owned, licensed, or permissibly used by Company. In no event shall you have or retain any rights, title, or interests in or to the foregoing other than those limited rights expressly granted to you by Company in a SaaS Agreement, if and only if such a SaaS Agreement exists between you and Company. “***SaaS Agreement***” means the Software as a Service (SaaS) Agreement entered into by and between Company and the “Licensee” identified therein in relation to the Atlas Platform and/or Atlas Compass App. No rights or permissions granted to you under this Agreement or otherwise are coupled with an interest. Nothing contained in this Agreement shall be construed as a waiver or limitation of Company’s or its licensors’ respective rights and remedies under applicable law.
5. **User Account.**
  - a. **Registration.** As explained further herein, to secure the right to access and use the registration-only pages or features of the Platform, you may be required to register with and create a personal user account with Company through the Platform (a “***User Account***”), as well as reaffirm your acceptance of and agreement to this Agreement and those additional terms, conditions, and policies referenced herein, as Company may require from time-to-time. As part of the registration process, you may be required to satisfy certain conditions precedent imposed by Company (including, for example, providing additional information to Company and entering into additional agreements with Company). Unless otherwise permitted by Company in writing, you may only have one (1) non-transferable User Account.
  - b. **User Account Activity and Information.** You are responsible for all activity that occurs under your User Account and are prohibited from authorizing or allowing any third party to access or use your User Account. Accordingly, you should take all steps necessary to protect and keep secret your User Account details and access information (including your login name and password). You should also maintain accurate, complete, and up-to-date information in your User Account, because your failure to do so may result in your inability to access, use, or receive all or any part of the Platform and/or Company’s termination of this Agreement. For the sake of security, you must immediately notify Company in writing if you suspect that a third party has gained access to or is making any use of your User Account without authorization. For the avoidance of doubt, Company has the unencumbered right to access and use, and to allow its agents, employees, representatives, contractors, and vendors to access and use, the information in your User Account to facilitate the exercise and performance of Company’s rights and obligations under this Agreement (including, without limitation, the Services), the operation of the Platform, and/or any other rights, obligations, operations, products, and services related to the Platform, the Services, your User Account, or the subject matter of this Agreement (including, without limitation, communications).
  - c. **Indemnification in Connection with User Account.** **If you fail to comply with any terms or conditions of Section 5(b) above (whether intentionally or unintentionally), then you accept full responsibility for the consequences thereof (including, without limitation, any unauthorized changes to your User Account information and settings, and any unauthorized access or use of your User Account). You agree to indemnify, defend, release, and hold harmless Company, Company’s Affiliates, and its and their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, and licensees from and against any and all liabilities, claims, suits, demands, actions, judgments, losses, damages, fines, penalties, and expenses (including costs and reasonable outside attorney fees) incurred by or asserted against any such indemnitee, arising out of or in connection with your failure to comply with such terms**

or conditions. “Affiliates” means, collectively, a party’s parent, subsidiary, and affiliate entities.

6. **Rights, Permissions, and Consents.**

- a. **License of the Platform.** To the extent expressly agreed by Company in a SaaS Agreement, Company grants you a limited, non-exclusive, personal, freely revocable, non-transferable, and non-sublicensable license to access and view the various publicly displayed pages of the Platform, and to view the information and content found thereon. You may only access the Platform and the Services for the permitted purposes set forth herein. Your unauthorized use of the Platform, or any breach by you of this Agreement, automatically terminates this license.
  - b. **License of User Materials.** All names, information, statements, communications, and any other content that you submit to or publish on, through, or in relation to the Platform, including those which you submit to or publish on any online social media account that you own and link or otherwise associate with the Platform, if any and as applicable, is hereinafter defined as the “***User Materials***”. You hereby grant Company an irrevocable, non-exclusive, royalty-free, fully-paid, transferable, sub-licensable, perpetual, and universe-wide license for Company to host, store, reproduce, transmit, distribute, sell, resell, license, sublicense, market, modify, adapt, create derivative works, communicate, publish, syndicate, publicly perform, publicly display, archive, and otherwise use and exploit all or any part of such User Materials and any elements and derivatives thereof in any language, manner, medium, or form, whether now known or hereinafter devised, as Company sees fit in its sole discretion. For the avoidance of doubt, the foregoing is not intended to conflict with any provision of Company’s Privacy Policy.
  - c. **Reservation of Rights.** Nothing in this Agreement restricts or limits Company’s rights, title, or interests in or to the Platform, the Services, the User Materials, or any elements or derivatives of the foregoing.
  - d. **Warnings; Disclaimers.** Please note that the User Materials might become the subject of public disclosure. Thus, Company is not responsible for, and expressly disclaims any liability arising from or in connection with, its use of any User Materials in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the foregoing is not intended to conflict with any provision of Company’s Privacy Policy.
7. **Suspension or Termination of Service; Disclaimer.** Company has the right, but not the obligation, to suspend or terminate the function or existence of all or any part of the Platform. **Company shall not be liable to you or any third party for any loss or damage that is caused by or arises from or in connection with any such suspension or termination (including, without limitation and by way of example only, refunds, lost profits, lost opportunities, monetary damages, disruption in or loss of service, or loss of content).**
8. **Products and Services.** Company or its Affiliates or licensees might offer, sell, license, or otherwise make available various products or services (which may include Company’s own products and services or the products and services of third parties) on, through, or in relation to the Platform, some of which might only be made available to you upon completion and submission of an online form or other instructions provided to you by Company or which may be available exclusively online or in limited quantities on or through the Platform. Company has the right to refuse its products and services to you or to any geographic region or jurisdiction, including if it suspects that you are in any way involved in fraudulent or illegal activity and may contact your payment method issuer, law enforcement, or others and share information relating to your payments, as applicable, if Company believes doing so will

prevent a violation of the law or financial loss. Prices for, and descriptions of, any products or services offered on or through the Platform are subject to change without notice and in the sole discretion of Company. Company reserves the right to discontinue any product or service at any time.

9. **Payments.**

- a. **Third-Party Payment Processing Vendor.** All credit card, debit card, and other monetary transactions conducted on or through the Platform may, in Company's sole discretion, occur through an online payment processing application that may be provided by a third-party vendor. Company's relationship with any third-party payment processing vendor is merely contractual in nature, and such third-party payment processing vendor is in no way subject to Company's direction or control. Thus, such relationship is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers, contractors, or the like.
- b. **Payment Authorization.** If you provide Company with your payment information, then you authorize Company to do the following as Company deems necessary, although Company has no obligation to do so: (i) share your payment information with the third-party payment processing vendor(s); and (ii) obtain your updated payment information from your payment issuer and/or the third-party payment processing vendor(s).
- c. **Payment Obligations.** You agree that you are responsible for all amounts that accrue under your account(s) with Company, the third-party payment processing vendor(s), and/or other third parties as a result of your use or access of the Platform or Services. You also agree to be responsible for all payments, fines, penalties and other liabilities incurred by any such person or entity that arises out of or relates to payments that you authorize or accept on or through the Platform, including, without limitation, all fees, penalties, taxes and duties; and to be responsible for all expenses (including costs and reasonable outside attorney fees) and interest incurred by any such person or entity to collect any overdue amounts.
- d. **Waiver of Claims; Unauthorized Payments.** To the fullest extent permitted by law, you agree to waive all claims against Company related to any unauthorized payments made on or through your account(s) with Company, the third-party payment processing vendor(s), and/or any other third parties as a result of your use or access of the Platform or Services, regardless of whether the payments are authorized or unauthorized. However, you may submit a claim of the unauthorized payment to Company and Company will undertake a reasonable investigation as it sees fit under the circumstances and, if Company deems appropriate, assist in correcting the alleged unauthorized payment, provided that such claim (an "***Unauthorized Payment Claim***") is received by Company within fifteen (15) days of the subject charge or payment. Each Unauthorized Payment Claim must be submitted as follows:

By e-mail: [contracts@atlas.energy](mailto:contracts@atlas.energy), with a subject line of "Claim Concerning Unauthorized Payment."

For each Unauthorized Payment Claim, please state "Claim Concerning Unauthorized Payment" in the e-mail subject line, and clearly state the following in the body:

- i. The date and approximate time of the subject transaction;
- ii. The services tendered or to be tendered under the subject transaction;
- iii. The total monetary amount of the subject transaction;

- iv. Whether the subject transaction was made on or through the Platform;
- vi. The parties to the subject transaction, including the buyer and seller;
- vii. A detailed explanation for why you believe the charge or payment made under the subject transaction is unauthorized;
- viii. The monetary amount of the subject transaction you believe is subject to a refund;
- ix. Your name, street address, city, state, zip code and e-mail address; and
- x. Whether you prefer to receive a response to your request by mail or e-mail.

Company is not responsible for any Unauthorized Payment Claim that is incomplete, incorrectly labeled, incorrectly sent or untimely; provided that nothing in this section shall limit or modify any other limitations of liability or disclaimers set forth elsewhere in this Agreement.

- e. **Accurate Payment Information.** You represent and warrant to Company that any payment information you provide on or through the Platform is current, complete and accurate, and that you will promptly notify Company if your payment information has changed (such as a change in address or expiration date), if your payment method has been cancelled, or if you become aware of a breach of security.
  - f. **No Refunds.** All sales and payments made on, through or regarding the Platform and/or the Services are final, irrevocable, and not subject to or eligible for a refund.
10. **Electronic Communications.** Unless otherwise mutually agreed in writing by the Parties, you hereby expressly consent to Company sending or otherwise communicating with you for any purpose via any electronic means or forms as Company deems appropriate in its sole discretion, including through the Platform, through your User Account, by personal communication, by e-mail, by telephone, by text message (e.g., short message service a/k/a SMS, and multimedia messaging service a/k/a MMS) or by other electronic media means or forms. By giving such consent, you agree that no such communication shall violate the CAN-SPAM Act, the Telephone Consumer Protection Act, or any other applicable laws, rules, or regulations. Voice, message, and data fees, rates, charges, and taxes may apply to you, and you are responsible for payment of the same. You are not required to grant the foregoing consent as a condition for purchase or license of any Company products or services. You may opt out of receiving electronic messages from Company as described in this section at any time by reasonable means, including by sending an e-mail to [contracts@atlas.energy](mailto:contracts@atlas.energy) with a subject line of "Opt Out of Electronic Communications". You acknowledge and assume the risk that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Services and/or your ability to receive certain messages or notifications from Company.
11. **Prohibited Activities.** You shall not engage in any of the following activities at any time with respect to the Platform: (a) the impersonation of any person or entity; (b) any act that infringes or otherwise violates the intellectual property, privacy, or publicity rights of any person or entity (including, without limitation, the copyrights, trademarks, patents, and trade secrets held by Company or its licensors with respect to the Platform); (c) the reproduction of the Platform or any communications, information or content found thereon or therein, in whole or in part, or the creation of any derivative works of the foregoing (unless expressly authorized by Company herein); (d) the publication of any content that is objectionable or illegal (including, without limitation, content that is indecent, obscene, infringing, an

invasion of privacy, defamatory, disparaging, false, deceptive, misleading, untruthful, fraudulent, threatening, or abusive); (e) the publication of a person's or entity's personal information or private facts without his/her/its prior written consent; (f) the publication of any machine, computer, or randomly generated content; (g) supplying or publishing any information or statements on, through, or in relation to the Platform that is false, misleading, deceptive, or incorrect; (h) any act intended or designed to drive traffic to or boost the search rankings of third-party websites, networks, platforms, servers, or applications; (i) the systematic retrieval or copying of any information or content found on, through, or in relation to the Platform or its servers to directly or indirectly create or compile, in whole or in part, a collection, compilation, database, or directory; (j) the use of any software, program, process, device, application, or routine (including, by way of example only, robots, scrapers, spiders, viruses, spyware, and malware) to monitor, copy, disrupt, damage, injure, interfere with or impermissibly access, in whole or in part, the Platform or its servers; (k) any act that involves or concerns decrypting, security bypassing or circumventing, hacking, data mining, data scraping, data harvesting, reverse engineering, decompiling, disassembling, attempting to derive source code, modifying, copying or the like on, through, or in relation to the Platform or its servers; (l) any act that overloads, unreasonably disrupts, or unreasonably interferes with the infrastructure of the Platform or its servers; (m) any act that gains or attempts to gain unauthorized access to computer systems, networks, information, or materials on, through, or in relation to the Platform or its servers; or (n) any other act that Company becomes aware of and believes in good faith is improper, illegal, or harmful to the Platform, its servers, or any person, entity, or property.

## 12. Links to Other Platforms, Apps, Networks, and Servers.

- a. Linked Technologies. The Platform, or any communications sent on, through, or as a function of the Platform, may contain links to third-party websites, networks, platforms, servers, or applications, and, similarly, third-party websites, networks, platforms, servers, applications, or communications may contain links to the Platform (collectively, "***Linked Technologies***"). The Linked Technologies are not under the control of Company or the Platform, and any such communications contain the outgoing links as a convenience to you, if for any purpose.
- b. Disclaimer About Linked Technologies. **Company is not responsible for any information, content, goods, services, promotions, advertisements, programs, codes, or other items which may be found on or excluded from the Linked Technologies (including, without limitation and by way of example only, malicious software, spyware programs, inaccurate information, and illegal content). Company does not make, nor has Company made, any representations or warranties (whether express, implied, or otherwise) concerning the terms of use or service, privacy policies, agreements, information, content, goods, services, promotions, advertisements, programs, codes, or other items which may be found on or excluded from the Linked Technologies; nor shall the fact that the Platform may link to or from any Linked Technologies constitute an affiliation with, association with, or endorsement of such Linked Technologies or any information, content, goods, services, promotions, advertisements, programs, codes, or other items which may be found on or excluded from such Linked Technologies. If you decide to access any Linked Technologies, then you do so at your own risk.**

13. Take Down. Company reserves the right, but not the obligation, to take down or otherwise exclude from the Platform, without notice or recourse, any communications, statements, names, photographs, information, and/or content made or submitted by you or others on or through the Platform that Company believes, at any time and in its sole discretion, to be infringing or otherwise in violation of the proprietary rights, the right of privacy, or the right of publicity of any person or entity; defamatory, disparaging, or embarrassing of or towards any person or entity; profane, indecent or obscene;

derogatory in terms of race, nationality, religion, gender, gender identification, sexual orientation or otherwise; threatening; abusive; false, misleading or deceptive; or otherwise illegal or something that Company considers unsuitable for the Platform or its users.

14. **User Representations, Warranties, and Covenants.** You represent, warrant, and covenant to Company that: (a) you are a natural person and of eighteen (18) years of age or older, or otherwise the age of majority in your jurisdiction; (b) you have read and understand this Agreement in its entirety; (c) you have the full right and authority to enter into and abide by the terms and conditions of this Agreement; (d) you understand and acknowledge that, by accepting this Agreement, you are giving up certain legal rights and remedies; (e) you voluntarily accept and agree to, and will fully comply with, the terms and conditions of this Agreement; (f) you will not violate any applicable international, federal, state, or local laws which may concern the Platform, the Platform's servers or any information, communications, or content found on or through them; (g) you are the exclusive owner of all rights, title, and interests in and to the User Materials (including, without limitation, all copyrights, trademarks, patents, trade secrets, rights of publicity, and rights of privacy) and/or, if applicable, have secured all necessary rights and permissions from all subjects depicted in, and all persons and entities who contributed to, the User Materials to allow for your performance and grant of rights hereunder; (h) the User Materials are wholly original to you; (i) the User Materials do not and will not infringe upon or otherwise violate the proprietary, publicity, or privacy rights of any person or entity; (j) the User Materials do not and will not defame, disparage, embarrass, or disclose confidential, private, or personal information about or belonging to any person or entity; (k) nothing contained in the User Materials is or will be, or contains or will contain, links to material that is profane, indecent, obscene, threatening, abusive, illegal, false, misleading or any form of spam, malware, virus, bug, bot, spyware, or other malicious or tracking technology; (l) Company is not required to seek the permission of or compensate any third party to exercise any of the rights granted by you under this Agreement; (m) no obligation, disability, agreement, or adverse claim exists that may restrict your performance or grant of rights hereunder; (n) all information you provide to Company in connection with your access or use of the Platform and/or the Services is truthful and accurate; and (o) you are not listed on any United States government list of prohibited or restricted parties.

15. **Disclaimers and Limitations.**

- a. **General Disclaimer.** Your access or use of the Platform or any products or services made available to you on, through, or in relation to the Platform (including, without limitation, the Services) in any way is done at your own risk. The Platform, those products and services (including, without limitation, the Services), the success or performance of the Platform or those products and services (including, without limitation, the Services) and all information, communications, content and features offered, marketed, sold, provided, licensed or made available on, through, or in relation to the Platform or those products and services (including, without limitation, the Services) are provided to you on an "as is", "where is", "as available", and "with all faults" basis and without any warranty. Company does not make, nor has Company made, any representations or warranties of any kind or nature (whether direct or indirect, oral or written, or express or implied) to you with respect to the Platform, any of those products and services (including, without limitation, the Services), any such information, communications, content, and features or their success, performance, functionality, quality, completeness, accuracy, reliability, marketability, or safety. Company expressly disclaims any and all express warranties, implied warranties (including, without limitation, implied warranties of merchantability, fitness for a particular purpose, good faith and fair dealing, title, non-infringement, performance, functionality, quality, completeness, accuracy, reliability, and safety) and warranties arising from conduct, course of dealing, custom and usage in trade with respect to the Platform, those products and services

(including, without limitation, the Services), any such information, communications, content or features and their success, performance, functionality, quality, completeness, accuracy, reliability, marketability, and safety. Company does not make, nor has Company made, any affirmation of fact, promise or warranty (whether express, implied, or otherwise) relating to the Platform, those products and services (including, without limitation, the Services), or any such information, communications, content, or features or its success, performance, functionality, quality, completeness, accuracy, reliability, marketability, or safety that extends beyond the face of this Agreement or that has become any basis of any bargain.

- b. Disclaimer About System Delays. You understand and acknowledge that the Platform may be subject to limitations, delays, and other problems inherent in the use of third-party communication networks and facilities that are outside of Company's control. Accordingly, Company shall not be responsible for, and expressly disclaims, any delays, failures, losses, injuries, liabilities, or damages associated with the Platform which result from any system delays, downtimes, interruptions, or other failures of, or problems with, the Platform which are outside of Company's control (including, without limitation, scheduled maintenance or network failure).
- c. Disclaimer About Certain Information, Communications and Content. Any opinions, advice, reviews, statements, offers, or other information, communications or content found on, through or in relation to Company, the Platform, the Services, or any third-party providers (including, without limitation, online forums, other websites, advertisements, and social media pages) are those of their respective authors, and not necessarily those of Company; thus, they should not necessarily be relied upon. Such authors are solely responsible for the accuracy of such information, communications, or content. Company does not guarantee, adopt, or endorse the accuracy, completeness, reliability, or usefulness of any such information, communications, or content, even if Company is the author. Company is not responsible for the accuracy, completeness, reliability or usefulness of any such information, communications or content. Under no circumstances shall Company be liable to you or any third parties for any loss or damage caused by or arising from or in connection with your reliance on any such information, communications, or content.
- d. Limitation of Liability. In no event shall Company, any of Company's Affiliates, or any of its or their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, or licensees be held liable to (or be obligated to indemnify) you or any third party for any direct, indirect, punitive, or special damages (including, without limitation, legal costs, attorney fees, lost profits, replacement costs, or repair costs) caused by or arising from or in connection with: (i) your access or use of the Platform, or your inability to access or use the Platform or the Services; (ii) any products or services (including, without limitation, the Services) made available on, through, or in relation to the Platform; (iii) any statements, content, or conduct of any third party on, through or in relation to the Platform or any such products or services (including, without limitation, the Services); (iv) any unauthorized access to or alteration of your personal information; (v) any hacking, denial of service attacks, data security breaches or other third-party conduct that may lead to a compromise of your personal information or damage to your Device(s), software, operating system(s), file(s), carrier(s) or network(s); (vi) any transmission, download or infection of any software, system, program, file, process, device, application or routine (including, without limitation and by way of example only, robots, scrapers, spiders, viruses, spyware and malware) that may lead to a compromise of your personal information or damage to your Device(s), software, operating system(s), file(s), carrier(s), or network(s); (vii) the fact that you have relied on any information, content or



communications published on, through or in relation to the Platform or any such products or services (including, without limitation, the Services); or (viii) any acts, errors or omissions of any third-party providers. If you are dissatisfied with the Platform or any products or services offered (including, without limitation, the Services), sold, licensed, or made available on, through, or in relation to the Platform, then your sole and exclusive remedy is to discontinue your access and use of the Platform and such products and services (including, without limitation, the Services), subject to the terms of the SaaS Agreement.

- e. Limitation of Remedies. If Company breaches or otherwise violates this Agreement, then in no event shall you be entitled to recover any special, incidental, consequential, speculative, exemplary, or punitive damages arising out of or in relation to such breach or other violation, even if Company has been notified of the possibility of such damages.
  - f. No Injunctive Relief. If Company breaches or otherwise violates this Agreement, then you shall not be entitled to seek or obtain, and you do hereby waive, any type of injunctive relief against the Platform and/or any products or services made available on, through, or in relation to the Platform (including, without limitation, the Services) as a result of such breach or other violation. For the avoidance of doubt, the foregoing limitation on injunctive relief does not limit your ability to seek or recover any monetary remedies authorized by law in the event of any such breach or other violation (except for those which are otherwise expressly precluded by this Agreement); provided, that any such non-precluded cause of action or claim in connection with such monetary remedies must be commenced within one (1) year after the cause of action or claim accrues, or else such cause of action or claim is permanently barred.
  - g. Consumer Protections. The disclaimers and limitations set forth in this Section 15 are not intended to limit liability or alter your rights as a consumer that cannot be limited or altered under applicable law.
16. General Release of Claims. You hereby release and hold harmless Company, Company's Affiliates, and its and their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, and licensees from and against all claims that you have or may have against them for infringement, violation of the rights of privacy or publicity, defamation, disparagement, unpaid benefits, unpaid wages, overtime, discrimination, personal injury, property damage, negligence, and/or any other legal theory arising from or in connection with the Platform, the products or services made available on, through, or in relation to the Platform (including, without limitation, the Services), and/or the rights and privileges granted or conveyed by you under this Agreement (including, without limitation, those rights and privileges relating to the User Materials and/or any elements, derivatives, or marketing of the foregoing). Further, you waive your right to, and in no event shall you seek to, (a) enjoin Company, any of Company's officers, directors, members, managers, owners, partners, agents, employees, representatives, subsidiaries, affiliates, successors, trustees, assigns, transferees, contractors, vendors, or licensees, or (b) exercise any of the rights or privileges granted or conveyed by you under this Agreement (including, without limitation, the User Materials).

You also hereby waive any rights you may have under Section 1542 of the California Civil Code and any other statute or common law principle of similar effect, which provides:

*“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party”.*

17. **Indemnification.** You hereby agree to indemnify, defend, release, and hold harmless Company, Company’s Affiliates, and its and their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, and licensees from and against any and all liabilities, claims, suits, demands, actions, judgments, losses, damages, fines, penalties, and expenses (including costs and reasonable outside attorney fees) incurred by any such indemnitee, or asserted against such indemnitee by third parties, arising out of or in connection with (a) your acts, errors, or omissions, (b) your use of the Platform or any products or services made available on, through, or in relation to the Platform (including, without limitation, the Services) in any manner contrary to the terms and conditions of this Agreement, (c) your violation of the rights of or other injury to any third party, and/or (d) your breach of all or any part of this Agreement.
18. **Governing Law.** This Agreement, the additional terms, conditions, and policies referenced herein (including Company’s Privacy Policy), your access or use of the Platform or any Services, your registration with the Platform, any transactions made on, through, or in relation to the Platform, any products or services purchased on, through, or in relation to the Platform (including, without limitation, the Services), the Parties’ relationship, and all disputes, controversies, and claims arising from or in connection with any of the foregoing (whether grounded in contract, tort, statute, law, or equity) is governed by the laws of the State of Texas in the United States of America and the applicable federal laws of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis.
19. **Dispute Resolution.**
  - a. **Dispute.** “***Dispute(s)***” means, collectively, all disputes, controversies, and claims arising from or concerning this Agreement, any additional terms, conditions or policies referenced in this Agreement, your access or use of the Platform or the Services, any transactions made on, through, or in relation to the Platform, any products or services purchased on, through, or in relation to the Platform (including, without limitation, the Services), and/or the Parties’ relationship (whether grounded in contract, tort, statute, law, or equity).
  - b. **Litigation; Waiver.** Each Party hereby irrevocably submits to the exclusive personal jurisdiction and venue of the state courts of Travis County, Texas, United States of America and the United States federal courts in the Western District of Texas, Austin Division, for the litigation of any Dispute, and covenant and agree that neither of the foregoing is an inconvenient venue or forum.
  - c. **Waiver of Jury Trial and Class Action.** **To the fullest extent permitted by law, each Party does hereby waive his/her/its right to a trial by jury, to participate as the member of a class in any purported class action or other proceeding, or to name unnamed members in any purported class action or other proceeding.**
20. **Additional Terms Regarding This Agreement and Apple.** The following addresses certain matters with respect to Apple Inc. (“***Apple***”) and the usage rules (the “***Usage Rules***”) set forth in Apple’s App Store Terms and Conditions (located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>). The Parties hereby acknowledge and agree that: (a) this Agreement is between the Parties only and not with Apple; (b) Apple is not responsible for the Platform or the content thereof; (c) Apple has no obligation whatsoever to furnish any maintenance and support services with

respect to the Platform; (d) Apple is not responsible for addressing any claims you or any third party have or may have relating to the Platform or your possession and/or use of the Platform, including, without limitation (i) product liability claims, (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer protection or similar legislation, and (iv) intellectual property infringement claims; (e) this Agreement and the usage rules for the Platform are not intended to be less restrictive than Apple's Usage Rules; (f) Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement; and (g) upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof.

## 21. **General Provisions.**

- a. **Notice.** Unless otherwise expressly stated in this Agreement, Company may give or deliver all other notices to you by means of a general notice posted on this or another page of the Platform, as applicable, or by email to your email address as you may provide to Company on, through, or in relation to the Platform, and such notices shall be deemed effective as of their stated effective dates.
- b. **Relationship.** In no event shall this Agreement, the performance of a Party's rights or obligations under this Agreement, the Platform, or a Party's access or use of the Platform or the Services create any type of fiduciary, franchise, agency, employment, independent contractor, partnership, or joint venture relationship between you and Company.
- c. **Force Majeure.** Company shall not be liable for delays in performance caused by any act of God, fire or other casualty, accident, strike, shortage of labor or materials, governmental action, industrial disturbance, pandemic, epidemic, or any other cause beyond Company's reasonable control, and the time for Company's performance shall be extended by the period of any such delay. Company reserves the right to apportion its production among its customers as it may determine.
- d. **Termination; Survival.** If either of this Agreement or the SaaS Agreement expires or is terminated for any or no reason, then all rights granted to you under same shall automatically revert back to Company, and the following shall survive in perpetuity: (i) all defined terms under same; (ii) all rights and privileges under same which were granted to or accrued in favor of Company, any of Company's Affiliates, or any of their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, or licensees as of the date of the applicable termination or expiration; (iii) all payments which accrued as of the date of termination or expiration; (iv) all disclaimers, limitations of liability and limitations of remedies; and (v) all representations, warranties, covenants, certifications, releases, indemnifications, and promises made by you (or "Licensee") under same.
- e. **Electronic Signatures.** If your acceptance of this Agreement is further evidenced by your affirmative assent to the same (e.g., by a "check the box" acknowledgment procedure), then that affirmative assent is the equivalent of your electronic signature to this Agreement. However, for the avoidance of doubt, your electronic signature is not required to evidence or facilitate your acceptance and agreement to this Agreement, as you agree that the conduct described in this Agreement as relating to your acceptance and agreement to this Agreement alone suffices.
- f. **No Waiver.** No failure or delay to exercise any right, remedy, power, or privilege arising from or in connection with this Agreement will operate or be construed as a waiver thereof, except as otherwise expressly stated in this Agreement. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

- g. Assignment and Delegation. You shall not assign, delegate, or otherwise transfer any of your rights or obligations under this Agreement without Company's prior written consent in each instance.
  - h. Construction and Interpretation. This Agreement shall be construed to have been drafted by all of the Parties, so that any rule of construction or interpretation that construes or interprets ambiguities against the drafter shall have no force or effect.
  - i. Headings. Section headings are inserted in this Agreement for reference and convenience only and shall not interpret, define, limit, or describe the scope, intent, terms, or conditions of this Agreement.
  - j. 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.
22. **Contact Us**. Please direct any questions you may have about the Platform or this Agreement to [contracts@atlas.energy](mailto:contracts@atlas.energy) with a subject line of "Platform Question". The foregoing contact information may change from time to time by supplementation, amendment, or modification of this Agreement.
23. **Modification Date**. This Agreement was last updated on May 13, 2025.