



INOVA SaaS Terms and Conditions

Applicable to All Software Subscription Services

Effective Date subject to its availability on the Client Portal

These Software as a Service Terms and Conditions (the "**SaaS Terms**") are entered into between the INOVA related entity identified in the applicable Order Form or Sales Agreement ("**INOVA**"), and the entity or person ("**Subscriber**") who accesses or subscribes to INOVA's Software subscription services via INOVA's client portal. INOVA and Subscriber may be referred to herein individually as a "Party" and collectively as the "Parties."

These SaaS Terms govern all annual software subscriptions and related services provided by INOVA that are separate from, and in addition to, any prior Sales Agreement (as defined below). In the event of a conflict between these SaaS Terms and the Sales Agreement, these SaaS Terms will govern with respect to the Software Services provided on a subscription basis after delivery of the Licensed Version, and the Sales Agreement will govern with respect to the Licensed Version, Subscriber's perpetual right to continue using the Licensed Version as delivered, and any remote support, maintenance, updates, or upgrades expressly included during any Included Support Period under the Sales Agreement.

BY ACCESSING THE CLIENT PORTAL OR ENROLLING IN A SUBSCRIPTION, SUBSCRIBER AGREES TO BE BOUND BY THESE SaaS TERMS. IF SUBSCRIBER DOES NOT AGREE, SUBSCRIBER MUST NOT ENROLL IN, RENEW, OR USE ANY SUBSCRIPTION SERVICES.

1. DEFINITIONS

The following terms, when used in these SaaS Terms, have the meanings set out below:

"Authorized Users" means Subscriber's employees, contractors, and agents who are authorized by Subscriber to access and use the Software Services under Subscriber's subscription, subject to the License Metric specified in the applicable Order Form.

"Central System" means a physical on-premises server, controller, recorder, acquisition unit, or other hardware system identified in the applicable Order Form or Sales Agreement to which a Software license or subscription entitlement is assigned or through which use of the Software is enabled, authenticated, managed, or limited.

"Client Portal" means INOVA's secure online portal through which Subscriber accesses subscription services, manages Authorized Users, downloads Software updates, accesses Documentation, and manages billing and account settings.

"Confidential Information" means any non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure, including Software, technical documentation, pricing, and business information.

"Documentation" means INOVA's user manuals, technical guides, release notes, and other materials relating to the Software Services, as made available through the Client Portal from time to time.

"Included Support Period" means the period, if any, expressly stated in the applicable Sales Agreement during which Subscriber is entitled, without separate subscription fees under these SaaS Terms, to receive remote support, maintenance, updates, upgrades, bug fixes, security patches, or new functionality for the Licensed Version. If no such period is expressly stated, there is no Included Support Period.

"License Metric" means the unit of measurement used by INOVA to define and limit Subscriber's permitted use of the Software Services under an applicable Order Form, which may include, as specified by INOVA, named users, concurrent users, seats, installations, devices, Central Systems, USB Dongles, modules, channels, capacity, feature sets, or other usage-based metrics.

"Sales Agreement" means any agreement for the sale of equipment, associated goods and associated services between INOVA and Subscriber (or its predecessor entity) governing the purchase of physical seismic data



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acquisition equipment. The Sales Agreement also governs Subscriber's perpetual license to use the Licensed Version delivered with or for such equipment.

"Licensed Version" means the specific version or release of the Software provided to Subscriber in connection with Subscriber's purchase of related equipment under the Sales Agreement, including any modules or functionality expressly included in that purchase. The Licensed Version is licensed to Subscriber on a perpetual basis under the Sales Agreement for use with the applicable purchased equipment and is distinct from, and not part of, the subscription-based Software Services governed by these SaaS Terms.

"Order Form" means an ordering document, online enrollment form, or quote issued by INOVA, or sales order accepted by INOVA, specifying the applicable License Metric, the number of Authorized Users (if applicable), the number of licensed Central Systems, the number of licensed USB Dongles, the Subscription Term, the Subscription Fee, the applicable Software modules or feature sets, and any other relevant commercial terms for a subscription.

"Software" means INOVA's proprietary software, firmware, algorithms, and associated modules, together with all related Documentation, APIs, and hosted services, as may be amended or supplemented by INOVA from time to time.

"Software Services" means subscription-based access to the Software, limited to updates, upgrades, new releases, patches, bug fixes, enhancements, new versions, technical remote support, and related services made available by INOVA during a Subscription Term. The Software Services supplement, and do not replace or limit, Subscriber's rights in the Licensed Version under the Sales Agreement during the applicable Included Support Period.

"Subscriber Data" means all data, files, seismic recordings, reports, configurations, and other information generated by Subscriber or Authorized Users through or in connection with the Software Services.

"Subscription Fee" means the fees payable by Subscriber for the Software Services as specified in the applicable Order Form.

"Subscription Term" means the initial subscription period and any renewal periods specified in the Order Form, commencing on the subscription start date.

"USB Dongle" means a physical hardware key, token, or other portable license-enforcement device issued, approved, or recognized by INOVA and identified in the applicable Order Form or Sales Agreement that enables, authenticates, stores, or limits access to or use of the Software or particular Software modules or features.

2. SUBSCRIPTION AND ACCESS

2.01 Grant of Access.

Subject to Subscriber's compliance with these SaaS Terms and timely payment of Subscription Fees, INOVA grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Software Services during the applicable Subscription Term solely for Subscriber's internal business operations in connection with the Sales Agreement. Subscriber's permitted use is further limited by the License Metric and the quantities, configurations, modules, Central Systems, USB Dongles, sites, and other entitlements expressly identified in the applicable Order Form. If an Order Form permits use through multiple license configurations, Subscriber may use the Software Services only up to the aggregate quantities and within the applicable License Metric stated in that Order Form. This Section grants subscription rights only to updates, upgrades, patches, remote support, and other Software Services made available during the applicable Subscription Term and does not limit Subscriber's separate rights to use the Licensed Version under the Sales Agreement during the applicable Included Support Period or thereafter as permitted by the Sales Agreement. If Subscriber is entitled under the Sales Agreement to receive remote support, maintenance, updates, or upgrades during an Included Support Period, those entitlements are governed by the Sales Agreement and not by the renewal, auto-renewal, or pricing provisions of these SaaS Terms unless and until Subscriber separately enrolls in a subscription or the Included Support Period expires.



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2.02 Authorized Users.

Subscriber may permit Authorized Users to access the Software Services up to the number of user seats specified in the Order Form. Subscriber is responsible for: (a) ensuring that Authorized Users comply with these SaaS Terms; (b) all acts and omissions of Authorized Users; (c) maintaining the confidentiality of all login credentials; and (d) notifying INOVA promptly of any unauthorized access or suspected breach. Subscriber must not share credentials among multiple individuals. Where the applicable License Metric is based on a Central System, USB Dongle, device, installation, module, or other non-user metric, any user-based access remains limited to Authorized Users acting within the scope of the applicable entitlement.

2.03 Software Updates and New Versions.

During an active Subscription Term, Subscriber will receive access to all Software updates, patches, bug fixes, and new version releases issued by INOVA as part of the Software Services. INOVA does not guarantee that any specific feature, module, or functionality will be included in any particular update or version. INOVA reserves the right to modify, discontinue, or replace any feature with reasonable prior notice. This Section 2.03 does not limit INOVA's rights under Section 10 (Changes to SaaS Terms or Services). Any update, patch, upgrade, release, enhancement, remote support service, or new version provided under this Section is subscription-based only and is not included in the perpetual Licensed Version unless expressly stated otherwise in writing by INOVA. Any such Software Services remain subject to the License Metric and quantity restrictions stated in the applicable Order Form unless INOVA expressly agrees otherwise in writing. For clarity, this Section applies only to subscription-based Software Services and does not limit any separate right under a Sales Agreement to receive remote support, maintenance, updates, or upgrades during an Included Support Period. For the avoidance of doubt, the Subscription does not entitle Subscriber to request, require, or receive any custom software development, bespoke features, or enhancements to the Software. INOVA may develop new functionality, features, or releases at its sole discretion based on its product roadmap, market requirements, and internal priorities, without obligation to any specific Subscriber.

2.04 Relationship to Licensed Version.

These SaaS Terms apply exclusively to subscription-based access to Software beyond the Licensed Version. The perpetual license to the Licensed Version is governed solely by the Sales Agreement. Subscriber's purchase of the related equipment includes a perpetual right to use the Licensed Version delivered with or for that equipment, subject to the Sales Agreement. The Subscription Fee applies only to continued access during the Subscription Term to future updates, upgrades, patches, bug fixes, remote support, and new versions made available by INOVA after delivery of the Licensed Version. Expiration, non-renewal, or termination of a subscription under these SaaS Terms does not affect Subscriber's perpetual right to continue using the Licensed Version under the Sales Agreement, but Subscriber will no longer be entitled to receive or use any subscription-based updates, upgrades, patches, remote support, or new versions made available after the end of the applicable Subscription Term. If the Sales Agreement provides an Included Support Period, these SaaS Terms will govern renewals of remote support, maintenance, updates, upgrades, patches, and related services only after that Included Support Period ends, unless Subscriber separately elects subscription-based Software Services earlier. If the Sales Agreement provides no Included Support Period, these SaaS Terms will apply to any remote support, maintenance, updates, upgrades, patches, or related services requested after Delivery.

2.05 Restrictions on Use.

Subscriber shall not, and shall ensure that Authorized Users do not: (a) license, sublicense, resell, transfer, or distribute the Software Services or access thereto; (b) reverse engineer, decompile, or disassemble any component of the Software; (c) modify or create derivative works based on the Software; (d) use the Software Services to provide services to third parties on a bureau, outsourcing, or time-sharing basis; (e) circumvent or disable any technical protection measures, license enforcement, or access controls; (f) use the Software Services in a manner that violates applicable law or regulation, including export control laws; or (g) access the Software Services to build a competitive product or service; (h) use any Software Services in excess of the License Metric or other scope restrictions in the applicable Order Form; (i) move, reassign, clone, duplicate, share, or virtualize any license entitlement assigned to a Central System or USB Dongle except as expressly permitted by INOVA in writing; or (j) continue using any subscription-based update, upgrade, patch, feature, module, remote support entitlement, or new



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version after expiration or termination of the applicable Subscription Term, except to the extent such item is part of the perpetual Licensed Version under the Sales Agreement.

3. FEES AND PAYMENT

3.01 Subscription Fees.

Subscriber shall pay Subscription Fees as set forth in the applicable Order Form. Subscription Fees are non-refundable except as expressly stated in these SaaS Terms. INOVA reserves the right to modify Subscription Fees at renewal by providing Subscriber with at least 30 days' written notice prior to the end of the then-current Subscription Term. Subscription Fees apply only to the Software Services and do not purchase or transfer ownership of the Software or the Licensed Version. If an Order Form includes multiple License Metrics, Central Systems, USB Dongles, modules, or other licensed elements, the Subscription Fee may allocate separate charges to each such element, and Subscriber remains responsible for all fees associated with the quantities ordered or activated. For clarity, any remote support, maintenance, updates, or upgrades included under the Sales Agreement are not Subscription Fees under these SaaS Terms unless expressly stated in an Order Form.

3.02 Payment Terms.

Unless otherwise specified in an Order Form, Subscription Fees for each annual term are due and payable in full in advance of the relevant Subscription Term. INOVA may suspend access to the Software Services if any payment is not received within 15 days after its due date, without prejudice to any other remedy available to INOVA. INOVA may also suspend or limit access to any affected subscription-based Central System, USB Dongle, module, update, remote support entitlement, or other licensed element associated with the unpaid amounts, provided that such suspension does not impair Subscriber's separate perpetual right to use the Licensed Version under the Sales Agreement.

3.03 Taxes.

All Subscription Fees are exclusive of applicable taxes, duties, levies, and similar governmental assessments, including value-added, sales, and use taxes (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its subscription, except for taxes based on INOVA's net income. If INOVA is required to pay or collect Taxes on Subscriber's behalf, Subscriber shall reimburse INOVA for such amounts.

3.04 Late Payments.

Any amounts not paid when due will accrue interest at the lesser of: (a) 1.5% per month; or (b) the maximum rate permitted by applicable law, from the due date until paid in full. INOVA may also engage a collection agency or legal counsel, in which case Subscriber is responsible for all reasonable collection costs.

3.05 Renewal Pricing.

INOVA shall provide Subscriber with proposed renewal pricing at least 60 days before the expiration of the then-current Subscription Term. If the Parties have not agreed on renewal pricing before the expiration date and Subscriber does not provide written notice of non-renewal pursuant to Section 4.02, the subscription will auto-renew at the pricing proposed by INOVA in its renewal notice.

4. TERM AND TERMINATION

4.01 Initial Term.

The initial Subscription Term commences on the date specified in the Order Form and continues for one (1) year unless otherwise specified in the Order Form, or until earlier terminated in accordance with these SaaS Terms.

4.02 Renewal.

Unless either Party provides written notice of non-renewal at least 30 days before the expiration of the then-current Subscription Term, the subscription will automatically renew for successive one-year periods on the same terms and conditions, subject to any pricing adjustment notified under Section 3.05.

4.03 Termination for Cause.



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Either Party may terminate these SaaS Terms, or a specific Order Form, upon written notice if: (a) the other Party materially breaches these SaaS Terms and fails to cure the breach within 30 days after receiving written notice specifying the breach in reasonable detail; or (b) the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy, liquidation, or similar proceedings.

4.04 Termination for Convenience.

Subscriber may terminate any Order Form at the end of the then-current Subscription Term by providing written notice of non-renewal pursuant to Section 4.02. INOVA may terminate these SaaS Terms or any Order Form for convenience on at least 90 days' prior written notice to Subscriber, provided that INOVA refunds the pro-rated portion of any pre-paid Subscription Fees covering the period after the effective termination date.

4.05 Effect of Termination.

Upon expiration or termination of any Subscription Term: (a) all subscription rights granted for that Subscription Term immediately terminate; (b) Subscriber shall cease accessing Software versions and features beyond the Licensed Version; (c) INOVA shall, upon Subscriber's written request within 30 days of termination, provide Subscriber with reasonable assistance to enable Subscriber to export any Subscriber Data, if any, then accessible through the Software Services, in a standard machine-readable format; and (d) after that export period INOVA may delete Subscriber Data in accordance with its then-current data retention policy to the extent any Subscriber Data is then held by INOVA. Termination, expiration, or non-renewal does not affect Subscriber's perpetual rights under the Sales Agreement with respect to the Licensed Version. Upon expiration or termination, Subscriber shall promptly cease all use of any subscription-based update, upgrade, patch, bug fix, enhancement, remote support service, module, feature, USB Dongle entitlement, Central System entitlement, or other licensed entitlement beyond the Licensed Version, and if requested by INOVA, certify such cessation in writing.

5. REMOTE SUPPORT

5.01 Technical Remote Support.

During a Subscription Term, INOVA shall provide Subscriber with access to INOVA's standard technical remote support for the Software Services. Technical remote support includes: (a) access to INOVA's help desk during business hours, Monday through Friday, 08:00–17:00 Mountain Standard Time, excluding public holidays; (b) email and portal-based ticket submission; and (c) access to INOVA's online knowledge base and Documentation. Technical remote support under these SaaS Terms is a subscription service and is not included in Subscriber's perpetual license to the Licensed Version except to the extent expressly provided in the Sales Agreement.

5.02 Remote Incident Response.

INOVA shall use commercially reasonable efforts to provide a resolution or documented workaround for critical incidents within a timeframe to be communicated at the time of acknowledgement, having regard to the nature and complexity of the incident.

6. SUBSCRIBER DATA AND PRIVACY

6.01 Ownership of Subscriber Data.

As between INOVA and Subscriber, Subscriber retains all right, title, and interest in and to the Subscriber Data. Subscriber hereby grants to INOVA a limited, non-exclusive, worldwide license to access, process, analyze, debug, and troubleshoot specific incident(s) relating to the Subscriber Data, provided that INOVA's access is limited to diagnostic files and data provided by Subscriber in connection with a specific support request.

6.02 Data Security.

The Parties acknowledge that the Software Services are designed so that Subscriber Data is stored, hosted, maintained, and backed up solely on the physical seismic data acquisition equipment owned, or controlled by Subscriber, and not on any cloud, server, or other hosting environment controlled by INOVA. Subscriber is solely responsible for implementing and maintaining appropriate administrative, physical, and technical safeguards designed to protect its Subscriber Data against unauthorized access, disclosure, alteration, or destruction, consistent with industry-standard practices for the geophysical services industry. Without limiting the foregoing,



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Subscriber is solely responsible for all backup, recovery, disaster recovery, business continuity, antivirus, anti-malware, endpoint protection, patch management, monitoring, access control, and other cybersecurity and data protection measures for its equipment, systems, networks, and environments. INOVA has no liability for any loss, corruption, alteration, destruction, unavailability, disclosure, or delay in recovery of Subscriber Data, or for any security breach, virus, malware infection, ransomware event, malicious code transmission, system intrusion, or other cybersecurity incident, in each case arising from or relating to Subscriber's or any third party's equipment, systems, networks, software, security configurations, backup practices, access controls, internet connectivity, or other environment not directly under the sole control of INOVA. Without limiting the foregoing, INOVA disclaims any responsibility or liability for restoring lost or corrupted Subscriber Data or for maintaining any backup, recovery, disaster recovery, business continuity, antivirus, anti-malware, endpoint protection, patch management, monitoring, access control, or other cybersecurity or data protection measures for Subscriber's or any third party's environment.

6.03 INOVA's Use of Data.

INOVA shall not use, access, or disclose Subscriber Data for any purpose other than: (a) providing the Software Services; (b) complying with applicable legal obligations; or (c) as expressly authorized in writing by Subscriber, including for debugging and troubleshooting. INOVA may use aggregated and de-identified operational and performance data derived from the Software Services for product improvement, analytics, and benchmarking, provided that such data cannot reasonably be used to identify Subscriber or its operations.

7. INTELLECTUAL PROPERTY AND OWNERSHIP

7.01 INOVA Ownership.

As between INOVA and Subscriber, INOVA retains all right, title, and interest in and to the Software, Software Services, Documentation, Client Portal, and all improvements, enhancements, modifications, and derivative works thereof, including all intellectual property rights therein. No rights are granted to Subscriber except as expressly set forth in these SaaS Terms. These SaaS Terms do not constitute a sale of the Software or any component thereof. Subscriber's perpetual rights in the Licensed Version arise only under the Sales Agreement, and all right, title, and interest in and to any USB Dongle firmware, license files, activation keys, entitlement records, and license-control mechanisms remain with INOVA and its licensors. For clarity, this Section does not limit or qualify the perpetual license granted to Subscriber in the Licensed Version under the Sales Agreement.

7.02 Feedback.

If Subscriber or any Authorized User provides INOVA with suggestions, enhancement requests, recommendations, corrections, or other feedback regarding the Software Services ("Feedback"), Subscriber hereby assigns to INOVA all right, title, and interest in and to such Feedback. INOVA may use Feedback for any purpose without obligation of confidentiality, attribution, or compensation to Subscriber.

7.03 No Implied Licenses.

Nothing in these SaaS Terms grants Subscriber any right, license, or interest in any of INOVA's patents, trademarks, trade secrets, or other intellectual property not expressly stated herein. All rights not expressly granted are reserved by INOVA.

8. CONFIDENTIALITY

8.01 Obligations.

Each Party agrees to hold the other Party's Confidential Information in strict confidence and not to disclose it to any third party without the disclosing Party's prior written consent, except to its employees, contractors, legal counsel, and accountants who have a need to know and are bound by confidentiality obligations at least as protective as those in this Section. Each Party shall protect the other's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

8.02 Exceptions.



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Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party prior to disclosure, as evidenced by written records; (c) is independently developed by the receiving Party without use of the Confidential Information; or (d) is disclosed pursuant to a legal requirement or court order, provided that the receiving Party provides prompt written notice to the disclosing Party (to the extent permitted by law) and cooperates with any effort to seek a protective order.

8.03 Duration.

Confidentiality obligations under this Section survive expiration or termination of these SaaS Terms for a period of 5 years, except that obligations with respect to trade secrets continue for as long as such information constitutes a trade secret under applicable law.

9. WARRANTIES AND DISCLAIMER

9.01 INOVA Warranties.

INOVA warrants that: (a) the Software Services will perform materially in accordance with the Documentation during the Subscription Term; (b) INOVA will implement and maintain commercially reasonable security measures as described in Section 6.02 for those systems and environments, if any, directly controlled by INOVA in connection with the Software Services; and (c) the Software Services will be provided in a professional and workmanlike manner consistent with industry standards. As Subscriber's exclusive remedy for breach of the warranty in Section 9.01(a), INOVA shall use commercially reasonable efforts to correct any reported non-conformance within a reasonable time, or, if INOVA is unable to do so, Subscriber may terminate the affected Order Form and receive a pro-rated refund of pre-paid Subscription Fees for the remainder of the Subscription Term.

9.02 Subscriber Warranties.

Subscriber warrants that: (a) it has the legal right and authority to enter into these SaaS Terms; (b) it will comply with all applicable laws and regulations in connection with its use of the Software Services; and (c) Subscriber Data and any materials submitted to the Software Services do not violate any third-party intellectual property rights or applicable law. Subscriber further warrants that it will maintain physical control over all licensed USB Dongles and Central Systems and will not permit their use except as expressly authorized under the applicable Order Form.

9.03 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.01, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INOVA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. INOVA DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF HARMFUL COMPONENTS, OR THAT ALL DEFECTS WILL BE CORRECTED. SUBSCRIBER'S USE OF THE SOFTWARE SERVICES IS AT SUBSCRIBER'S OWN RISK.

10. CHANGES TO SaaS TERMS OR SERVICES

10.01 Changes to SaaS Terms.

INOVA reserves the right to update or modify these SaaS Terms at any time. INOVA will notify Subscriber of material changes by: (a) posting the updated SaaS Terms on the Client Portal; and (b) providing email notification to Subscriber's registered account administrator at least 30 days prior to the effective date of the change. Subscriber's continued use of the Software Services after the effective date of any change constitutes acceptance of the revised SaaS Terms. If Subscriber does not agree to a material change, Subscriber may terminate the affected subscription without penalty by providing written notice within 15 days of receiving notification of the change, and INOVA shall refund a pro-rated portion of pre-paid Subscription Fees covering the period after termination.

10.02 Changes to Software Services.



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INOVA may modify, add, or discontinue features or functionality within the Software Services from time to time. INOVA will use commercially reasonable efforts to provide Subscriber with at least 60 days' prior written notice before discontinuing any material feature or functionality. INOVA shall not be liable to Subscriber or any third party for any modification, suspension, or discontinuation of the Software Services made in accordance with this Section.

11. LIMITATION OF LIABILITY

11.01 Exclusion of Consequential Damages.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, DATA, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR INTERRUPTION OF BUSINESS, OR FOR ANY LOSS, COST, OR DAMAGE ARISING FROM OR RELATING TO ANY UNAVAILABILITY, DOWNTIME, INTERRUPTION, DELAY, SOFTWARE ERROR, SOFTWARE DEFECT, BUG, CRASH, FAILURE, OR MALFUNCTION OF THE SOFTWARE SERVICES, INCLUDING ANY ISSUE THAT WAS NOT FORESEEN, IDENTIFIED, OR CONTEMPLATED AS OF THE EFFECTIVE DATE, ARISING OUT OF OR IN CONNECTION WITH THESE SaaS TERMS OR THE SOFTWARE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.02 Aggregate Liability Cap.

INOVA'S AGGREGATE LIABILITY TO SUBSCRIBER FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE SaaS TERMS OR THE SOFTWARE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY SUBSCRIBER TO INOVA IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS CAP APPLIES IN AGGREGATE ACROSS ALL CLAIMS AND IS NOT RESET BY SUBSEQUENT INCIDENTS.

11.03 Independence from Sales Agreement Cap.

The liability cap set forth in Section 11.02 of these SaaS Terms is separate from and independent of the aggregate liability cap set forth in the Sales Agreement. Claims arising under these SaaS Terms are subject only to the cap in Section 11.02 of these SaaS Terms and will not be aggregated with claims arising under the Sales Agreement.

11.04 Exceptions.

The foregoing limitations do not apply to: (a) Subscriber's payment obligations; (b) either Party's indemnification obligations under Section 12; (c) either Party's breach of confidentiality obligations under Section 8; (d) INOVA's gross negligence or willful misconduct; or (e) any liability that cannot be excluded or limited by applicable law.

12. INDEMNIFICATION

12.01 INOVA Indemnification.

INOVA shall defend, indemnify, and hold harmless Subscriber and its officers, directors, employees, and agents (collectively, "Subscriber Indemnitees") from and against any third-party claim, action, or proceeding alleging that the Software Services, as provided by INOVA and used in accordance with these SaaS Terms, infringe or misappropriate any patent, copyright, trademark, or trade secret of a third party. INOVA shall pay any damages, costs, and attorneys' fees finally awarded by a court of competent jurisdiction or agreed to in settlement, subject to Subscriber's compliance with Section 12.03. INOVA has no obligation under this Section to the extent that an infringement claim arises from: (a) Subscriber's modification of the Software Services; (b) use of the Software Services in combination with equipment, software, or data not provided by INOVA; or (c) Subscriber's failure to implement an update or version release provided by INOVA that would have avoided the infringement.

12.02 Subscriber Indemnification.

Subscriber shall defend, indemnify, and hold harmless INOVA and its officers, directors, employees, and agents from and against any third-party claim arising from: (a) Subscriber's or any Authorized User's breach of these SaaS Terms; (b) Subscriber Data (including any claim that Subscriber Data violates applicable law or third-party rights);



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or (c) Subscriber's use of the Software Services in a manner not authorized by these SaaS Terms or applicable law.

12.03 Indemnification Procedure.

The indemnified Party shall: (a) promptly notify the indemnifying Party in writing of any claim; (b) give the indemnifying Party sole control of the defense and settlement of the claim (provided that the indemnifying Party shall not settle any claim that imposes liability or obligations on the indemnified Party without prior written consent); and (c) provide reasonable cooperation at the indemnifying Party's expense. Failure to provide prompt notice shall not relieve the indemnifying Party of its obligations except to the extent it is materially prejudiced by such failure.

13. GENERAL PROVISIONS

13.01 Governing Law and Dispute Resolution.

These SaaS Terms shall be governed by and construed in accordance with the laws of the State of Texas, United States of America unless the Order Form or Sales Agreement specifies otherwise. All disputes shall be resolved in accordance with the dispute resolution provisions of the applicable Sales Agreement. If no Sales Agreement is in effect, disputes shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Houston, Texas.

13.02 Export Controls.

Subscriber shall comply with all applicable export control laws and regulations in connection with its access to and use of the Software Services, including without limitation the U.S. Export Administration Regulations (15 C.F.R. §§ 730 et seq.) and applicable U.S. sanctions laws. Subscriber represents and warrants that it is not located in, under the control of, or a national or resident of any U.S.-embargoed or sanctioned country.

13.03 Force Majeure.

Neither Party shall be liable for delays or failure in performance resulting from circumstances beyond its reasonable control, including but not limited to acts of God, government actions, pandemic-related restrictions, cyber-attacks by third parties, internet or telecommunications failures, or other related events constituting force majeure.

13.04 Assignment.

Subscriber may not assign, transfer, or delegate any of its rights or obligations under these SaaS Terms, whether by operation of law or otherwise, without INOVA's prior written consent. INOVA may assign these SaaS Terms, or any Order Form, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of INOVA's assets related to the Software Services, provided that INOVA provides written notice to Subscriber within 30 days of such assignment.

13.05 Severability.

If any provision of these SaaS Terms is found to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

13.06 Waiver.

No failure or delay by either Party in exercising any right or remedy under these SaaS Terms shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy.

13.07 Notices.

Notices under these SaaS Terms shall be sent in accordance with the notice provisions in Notices Section of the Sales Agreement, with a copy to INOVA's Legal Department at the address specified therein. Notices to Subscriber may also be delivered to the email address registered in the Client Portal for Subscriber's account administrator, and shall be deemed received upon transmission.

13.08 Entire Agreement.

These SaaS Terms, together with any applicable Order Form and the Data Processing Agreement (if applicable), constitute the entire agreement between the Parties with respect to Subscriber's subscription to the Software



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Services, and supersede all prior negotiations, representations, and agreements relating thereto. These SaaS Terms do not supersede or modify the Sales Agreement, which remains a separate and independent instrument governing the sale of physical seismic data acquisition equipment and the Licensed Version. If there is any conflict between these SaaS Terms and the Sales Agreement, the Sales Agreement controls with respect to the Licensed Version, Subscriber's perpetual right to continue using the Licensed Version as delivered, and any support, maintenance, updates, or upgrades expressly included during any Included Support Period, and these SaaS Terms control only with respect to subscription-based Software Services.

13.09 Counterparts and Electronic Signatures.

An Order Form or other document entered into pursuant to these SaaS Terms may be executed in counterparts, including by electronic signature or acceptance through the Client Portal, each of which shall constitute an original and all of which together shall constitute a single instrument.



INOVA SaaS Terms and Conditions

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ORDER FORM TEMPLATE

Each Order Form shall be substantially in the following enrollment form and shall be deemed incorporated into these SaaS Terms:

ENROLLMENT

Order Form No.	[_____]
Effective Date	[_____]
Subscriber Legal Name	[_____]
Subscriber Contact / Admin	[_____]
Number of Licensed Central Systems or USB Dongles (if applicable)	[_____]
Subscription Term	[_] year(s), commencing [_____]
Annual Subscription Fee	[_____]
Payment Schedule	[_____]
Sales Agreement Reference (governs Licensed Version and applicable license scope)	[_____]
Licensed Version	[_____]
Special Terms / Notes	[_____]

By signing below (or by accepting online via the Client Portal), the Parties agree that this Order Form is governed by and incorporated into INOVA's SaaS Terms as published on INOVA's Client Portal [<https://www.>] and updated from time to time.

SUBSCRIBER LEGAL NAME:

INOVA ENTITY:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

— END OF INOVA SaaS TERMS AND CONDITIONS —