

# Access Agreement

<b>Company:</b>	<b>Grantee:</b>
Apache Corporation 2000 Post Oak Boulevard, Suite 100 Houston, Texas 77056	Legal Name Address City, State, Zip Code

Company and Grantee, each as identified above, enter into this Access Agreement effective as of May 21, 2024.

## Agreement

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Company and Grantee agree as follows:

**Certain provisions in this agreement require a party to be responsible for another party's negligence, strict liability, or other fault. This paragraph provides fair and adequate notice of such requirements.**

## 1. SCOPE

- 1.1 Access to Company Property.** Grantee is granted a limited, non-exclusive, and revocable right to access Company's designated property, facilities, and/or other premises ("**Premises**") solely as authorized by Company on a case-by-case basis and solely for the purposes expressly allowed by Company. No other right, title, or interest in or to the Premises is granted.
- 1.2 Protection of Property.** Grantee agrees that it will not interfere with Company's operations on the Premises and will not damage any property in any manner whatsoever. To the extent any property is damaged in any manner by any member of Grantee Group (as defined below), Grantee will immediately return the property to the condition that existed prior to its activities on the Premises.
- 1.3 Not an Oil and Gas Agreement.** Grantee agrees that this agreement is not an "agreement pertaining to a well for oil, gas, or water or to a mine for a mineral," as Grantee's right to access the Premises is solely for purposes unrelated to the foregoing activities.

## 2. CONFIDENTIALITY

- 2.1 Confidentiality Obligation.** Grantee will keep and maintain strict confidentiality of all data, information, and communications of Company, regardless of how they may be conveyed, whether directly, indirectly, electronically, in writing, orally, by observation, or otherwise ("**Confidential Information**"). Grantee will not divulge any Confidential Information to any third party without the express, prior written consent of Company, and will use Confidential Information only as required to exercise its rights under this agreement. Grantee will return or destroy and certify destruction of Confidential Information upon request of Company.
- 2.2 Equitable Relief.** The unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, in addition

to any other rights or remedies, Company has the right to obtain an immediate injunction enjoining any breach or threatened breach of the provisions herein and to compel specific performance, without posting any bond, and Grantee will not oppose the granting of such relief.

- 2.3 Publicity.** Grantee will not and will not allow or direct any other to: (a) issue any press release or other public announcement relating to this agreement; (b) use Company's name, logos, trademarks, or any other identifying information on or in any websites, advertising, promotional materials, or any other means of communication with the public or any third party; or (c) take any photographs, video, or other recordings of the Premises or any other Company property or operations, except in each case as otherwise authorized by Company in writing.

### **3. SAFETY**

- 3.1 Company's Policies.** Grantee will comply with Company's policies and other requirements posted on the "Contractors" (or similarly named) section of the Company's website at <http://www.apacorp.com>. Company has the right to modify and amend such requirements at any time in its sole discretion.

- 3.2 Job Safety and Health.** Safe operations are of paramount importance to Company, and Grantee must use its best efforts to eliminate accidents due to human error and properly train its personnel to achieve safe operations. Grantee will perform all activities in accordance with the most stringent of safety regulations, precautions, and procedures, employing all necessary or desirable protective equipment and devices, whether suggested or required by safety associations, governments, or otherwise.

- 3.3 Accident Reports.** Within 24 hours after any accident arising out of this agreement by any Grantee personnel, whether involving property damage, personal injury, or death, or any event that might give rise to a claim under any of the insurance coverages of Grantee or Company, Grantee will immediately furnish to Company copies of all of Grantee's relevant accident reports and copies of all notices and reports made by Grantee to Grantee's insurers.

### **4. LIABILITY**

- 4.1 Indemnification.** GRANTEE RELEASES, INDEMNIFIES, PROTECTS, DEFENDS, AND HOLDS HARMLESS ("INDEMNIFIES") COMPANY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES, CO-LESSEES, CO-OWNERS, PARTNERS, JOINT VENTURERS, CONTRACTORS AND SUBCONTRACTORS (OTHER THAN ANY MEMBER OF GRANTEE GROUP, AS DEFINED BELOW), AND EACH OF THEIR RESPECTIVE SUCCESSORS, SPOUSES, RELATIVES, DEPENDENTS, HEIRS, AND ESTATES ("**COMPANY GROUP**") FROM AND AGAINST ALL CLAIMS, DEMANDS, COMPLAINTS, LOSSES, FINES, PENALTIES, CITATIONS, CAUSES OF ACTION, SUITS, JUDGMENTS, ORDERS, EXPENSES, COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES, AND ANY OTHER COSTS ("**CLAIMS**") ARISING OUT OF GRANTEE'S ACCESS TO THE PREMISES AND ANY ONE OR MORE OF THE FOLLOWING:

- (1.a) THE INJURY TO OR ILLNESS OR DEATH OF ANY INDIVIDUAL OR DAMAGE TO OR DESTRUCTION, LOSS, OR WRECK AND DEBRIS REMOVAL OF ANY TANGIBLE PROPERTY, INCLUDING THOSE ASSERTED BY OR ARISING IN FAVOR OF GRANTEE, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES, CO-LESSEES, CO-OWNERS, PARTNERS, JOINT VENTURERS, CONTRACTORS AND SUBCONTRACTORS,

AND EACH OF THEIR RESPECTIVE SUCCESSORS, SPOUSES, RELATIVES, DEPENDENTS, HEIRS, AND ESTATES (“GRANTEE GROUP”), COMPANY GROUP, OR ANY THIRD PARTY, IN ANY CASE, WITHOUT REGARD TO HOW SUCH CLAIM IS CAUSED, INCLUDING DURING LOADING, UNLOADING, INGRESS, OR EGRESS, WHETHER CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), STRICT LIABILITY, STATUTORY LIABILITY, CONTRACTUAL LIABILITY, OR OTHER FAULT (EXCLUDING ONLY GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT) OF ANY MEMBER OF THE COMPANY GROUP OR BY ANY DEFECT, PRE-EXISTING CONDITION (WHETHER KNOWN, UNKNOWN, PATENT, LATENT, OR OTHERWISE), OR UNSEAWORTHINESS;

- (1.b) GRANTEE GROUP’S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT;
- (1.c) GRANTEE’S BREACH OF THIS AGREEMENT;
- (1.d) UNSAFE OR UNHEALTHY WORKING CONDITIONS CREATED, CAUSED, OR CONTRIBUTED TO BY ANY MEMBER OF GRANTEE GROUP; OR
- (1.e) GRANTEE GROUP’S BREACH OF APPLICABLE LAW.

**4.2 Indemnification Procedures.** The indemnifying party will exclusively control the defense and settlement of any indemnified Claim and will not settle such a Claim without the indemnified party’s express, written consent; *provided, however*, no consent is required if the settlement contains a complete release of the indemnified party with no admission of fault or guilt. An indemnified party may participate at its own expense with attorneys of its choice in the defense of any Claim, without releasing the indemnifying party from any of its obligations.

**4.3 Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL ANY MEMBER OF COMPANY GROUP BE LIABLE TO ANY MEMBER OF GRANTEE GROUP FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY DAMAGES ARISING OUT OF OR CALCULATED BY THE LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROSPECTIVE REVENUE, OR DOWNTIME OF FACILITIES OR VESSELS ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO LAW, THEORY, OR PUBLIC POLICY WILL BE GIVEN EFFECT THAT WOULD UNDERMINE, DIMINISH, OR REDUCE THE EFFECTIVENESS OF THIS WAIVER, IT BEING THE EXPRESS INTENT, UNDERSTANDING, AND AGREEMENT OF THE PARTIES THAT SUCH WAIVER IS TO BE GIVEN ITS FULLEST EFFECT, NOTWITHSTANDING THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY, STATUTORY LIABILITY, CONTRACTUAL LIABILITY, OR OTHER LEGAL FAULT OF ANY PARTY OR THE EXISTENCE OF ANY PRE-EXISTING CONDITION OR DEFECT (WHETHER PATENT, LATENT, OR OTHERWISE), AND ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH SUCH WAIVER ARE WAIVED TO THE EXTENT SO PERMITTED.

## **5. INSURANCE**

**5.1 Insurance Requirements.** During the term of this agreement, Grantee will carry insurance coverages as set forth below at its own expense and with deductibles for its own account, with providers reasonably satisfactory to Company and authorized to do business in the states or territories in which the Premises are located. The insurance coverages required herein represent Grantee’s minimum requirements and do not limit or invalidate any indemnity or other obligations of Grantee under this

agreement. Grantee's failure to secure the required insurance coverages or the required endorsements on the policies or any denial of coverage by underwriters does not relieve Grantee from or limit its liabilities or obligations under this agreement.

**5.2 Policies and Limits.** The following insurance coverage is required.

- (2.a) **Workers' Compensation**, as required by Applicable Law.
- (2.b) **Employer's Liability**, with a limit of not less than **\$1,000,000** per occurrence, including occupational disease.
- (2.c) **Automobile Liability**, with a limit of not less than **\$1,000,000** per occurrence, combined single limit for bodily injury and property damage, covering all owned, hired, leased, or non-owned vehicles.
- (2.d) **Commercial General Liability**, with a limit of not less than **\$1,000,000** per occurrence, combined single limit for bodily injury and property damage, including (i) blanket contractual liability, (ii) products/completed operations liability, (iii) sudden and accidental pollution liability (including cleanup costs), (iv) surface damage for blowout and cratering, (v) removal of any exclusions, restrictions, or limitations relating to explosion, collapse, or underground property damage, (vi) removal of any professional liability exclusions or limitations, (vii) action over buyback and deletion of any provisions that limit or exclude coverage of claims made by Grantee Group's employees against any member of Company Group, and (viii) extended reporting period of not less than 36 months, if written on a claims-made policy and is non-renewed or canceled, or deletion of any "sunset clause" purporting to cancel coverage on claims following cancellation or non-renewal, if written on an occurrence policy.
- (2.e) **Excess or Umbrella Liability**, with a limit of not less than **\$1,000,000** per occurrence, combined single limit for bodily injury and property damage in excess of the limits specified above for employer's liability, automobile liability, and commercial general liability, which such liability limits may be met with any combination of primary, umbrella, and excess policies.

**5.3 Endorsements and Other Requirements.** To the extent of the liabilities assumed by Grantee hereunder, all insurance policies of Grantee will comply with the following:

- (3.a) **Waiver of Subrogation.** Such policies will expressly waive subrogation as to Company Group.
- (3.b) **Additional Insured.** Such policies, other than workers' compensation, employer's liability, and professional liability policies, will include Company Group as an additional insured, on a broad-form basis. Such additional-insured endorsements must include coverage for the sole, joint, or concurrent negligence of the additional insureds and not be restricted to: (i) ongoing operations and products/completed operations; (ii) coverage for vicarious liability; or (iii) circumstances in which the named insured is partially negligent. If any additional-insured endorsement limits coverage to amounts required by written contract, the amounts required in the agreement will instead be the maximum amounts of Grantee's insurance policies, but not less than the minimums set forth herein.
- (3.c) **Primary.** Such policies will be primary to and receive no contribution from any insurance policies maintained by Company Group.

**5.4 Certificates of Insurance.** Prior to accessing the Premises and upon policy renewal thereafter, Grantee will furnish Company with certificates of insurance evidencing the required coverage and conditions. Company's receipt or acceptance of any evidence of insurance does not constitute agreement as to the adequacy of coverage or that Grantee complies with the requirements of this agreement. Grantee will provide not less than 30 days' written notice to Company in the event of cancellation or material change to any of such insurance coverages.

## **6. TERMINATION**

**6.1 Term.** This agreement is effective as of the date first set forth above and continues until terminated as provided for herein.

**6.2 Termination.** Company may terminate this agreement immediately, at any time, with or without cause, and with or without notice.

**6.3 Effect of Termination.** Termination of this agreement will not relieve any party of its respective liability arising from or incident this agreement or breach of any of the terms hereof prior to the effective date of such termination.

**6.4 Survival of Terms.** The provisions herein regarding compliance with Applicable Law, indemnities, confidentiality, insurance, and waiver of certain damages will survive any expiration or termination of this agreement, along with any other term that by its nature must survive to give full effect to its meaning.

## **7. GENERAL**

**7.1 Governing Law and Venue.** This agreement and any disputes between the parties will be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts-of-law rules that would require the application of another jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction of any state or federal courts located within Tarrant County, Texas and irrevocably agree to litigate exclusively in such courts all actions, matters, or proceedings arising out of, relating to, or in connection with this agreement or the parties' activities. Each party waives any defense or claim of inconvenient forum or improper venue and agrees to be bound by any judgment rendered by such courts.

**7.2 Compliance with Applicable Law.** Grantee will comply with all laws, executive orders, rules, regulations, and requirements, including all permitting, licensure, or registration requirements, of any federal, state, municipal, or foreign governmental body, agency, department, or authority with jurisdiction over the activities hereunder ("**Applicable Law**").

**7.3 Severability.** If a court of competent jurisdiction holds any provision of this agreement to be unenforceable, this agreement will be deemed amended to the extent necessary to make such provision enforceable, or, if necessary, to delete the unenforceable provision or portion thereof. In the event any provision is amended or deleted, the remaining provisions will remain in full force and effect. Notwithstanding the foregoing, this agreement is to be interpreted and applied in such manner as to give effect as nearly as possible to the parties' intent to all provisions hereof, including such provisions as may be declared to be unenforceable.

- 7.4 Interpretation.** This agreement is the result of each party’s review, discussion, and negotiation. A party’s role in preparing this agreement will not change the interpretation of any uncertainties or ambiguities. Each party had the opportunity to seek the advice of competent legal counsel regarding this agreement prior to its execution. Headings, titles, and captions used in this agreement are strictly for the convenience of the parties and do not change the substance or interpretation of any provision. Usage of the words “include” and “including” mean to include without limitation.
- 7.5 Contractual Relationship.** Grantee is an independent contractor. Nothing in this agreement creates or establishes any agency, joint venture, or partnership between the parties. No member of Grantee Group will be considered, for any purpose, to be an employee or agent of Company. Grantee is not authorized to make any contract, agreement, warranty, or representation on behalf of Company or to create any obligation, express or implied, on behalf of Company.
- 7.6 Assignment.** This agreement is for the sole benefit of the parties hereto and no other parties are, or are intended to be, direct or indirect beneficiaries of this agreement. Grantee will not transfer or assign this agreement, wholly or in part, without the written consent of Company, and any attempted transfer or assignment in violation of this will be void and of no force or effect. Company may transfer or assign this agreement, in whole or in part, to an affiliate or successor-in-interest of Company or to a third party that acquires all or any part of the Premises. This agreement is binding upon and inures to the benefit of the parties’ respective successors and permitted assigns.
- 7.7 Amendment and Waiver.** All amendments, changes, modifications, extensions, renewals, ratifications, waivers, and rescissions of this agreement must be solely in writing and signed by both parties. A waiver or forbearance by either party with respect to any right granted to such party is not a waiver or forbearance of exercising such right in the future.
- 7.8 Entire Agreement.** This agreement is the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, understandings, agreements, and amendments between the parties concerning the subject matter hereof. This agreement may be executed in multiple counterparts, including with scanned or electronic signatures, all of which when taken together constitute one and the same agreement. Accurately scanned or electronic copies of the executed agreement are deemed originals for all purposes.

**Signatures**

Company and Grantee hereby execute this agreement through their duly authorized representatives.

Apache Corporation		Legal Name	
Signature:		Signature :	
Name:		Name:	
Title:		Title:	