

**Fill in this information to identify the case:**

Debtor Extraction Oil & Gas, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 20-11548

Official Form 410  
**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** A2D Technologies, Inc. d/b/a TGS Geological Products and Services  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
See summary page	See summary page

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone 302-421-6840 Contact phone 713-860-2109  
Contact email mark.minuti@saul.com Contact email gena.glover@tgs.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 197.15. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
See Attached Description of Claim

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/30/2020  
MM / DD / YYYY

/s/Mark Minuti  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Mark Minuti  
First name Middle name Last name

Title Attorney for A2D Technologies, Inc. d/b/a TGS Geological Products and S

Company Saul Ewing Arnstein Lehr LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 571-1791 | International (781) 575-2049

<b>Debtor:</b> 20-11548 - Extraction Oil & Gas, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> A2D Technologies, Inc. d/b/a TGS Geological Products and Services Mark Minuti, Esquire / Saul Ewing Arnstein Lehr LLP 1201 North Market Street, Suite 2300 PO Box 1266 Wilmington, DE, 19899 United States <b>Phone:</b> 302-421-6840 <b>Phone 2:</b> 302-421-6800 <b>Fax:</b> 302-421-5873 <b>Email:</b> mark.minuti@saul.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded	
	<b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No	
	<b>Related Claim Filed By:</b>	
<b>Filing Party:</b> Authorized agent		
<b>Disbursement/Notice Parties:</b> A2D Technologies, Inc. d/b/a TGS Geological Products and Services Gena Glover / TGS 10451 Clay Road Houston, TX, 77041 United States <b>Phone:</b> 713-860-2109 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> gena.glover@tgs.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No	
	<b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> See Attached Description of Claim	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 197.15	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No	<b>Nature of Secured Amount:</b>	
<b>Amount of 503(b)(9):</b> No	<b>Value of Property:</b>	
<b>Based on Lease:</b> No	<b>Annual Interest Rate:</b>	
<b>Subject to Right of Setoff:</b> No	<b>Arrearage Amount:</b>	
	<b>Basis for Perfection:</b>	
	<b>Amount Unsecured:</b>	

**Submitted By:**

Mark Minuti on 30-Jul-2020 6:26:58 p.m. Eastern Time

**Title:**

Attorney for A2D Technologies, Inc. d/b/a TGS Geological Products and Services

**Company:**

Saul Ewing Arnstein Lehr LLP

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
	:	
EXTRACTION OIL & GAS, INC., <i>et al.</i> ,	:	Case No. 20-11548 (CSS)
	:	
Debtors.	:	Jointly Administered
	:	

**DESCRIPTION OF TGS' CLAIMS AGAINST DEBTOR**

1. A2D Technologies, Inc. d/b/a TGS Geological Products and Services (“TGS”) is a geoscientific data and services company that is in the business, *inter alia*, of providing worldwide geoscientific data products and services to the oil and gas industry for the purpose of providing descriptions of subsurface geology for potential oil and gas exploration and/or production and other uses. These products include, but are not limited to, well and petroleum data, which are generally offered to licensees on a multi-client basis.

2. On September 29, 2017, TGS and debtor Extraction Oil & Gas, Inc. (the “Debtor”) entered into a Master License Agreement (the “MLA”), pursuant to which the Debtor was granted a non-exclusive license to use, on a limited and restricted basis, certain proprietary geological information and data (collectively, the “Data”) as from time to time was ordered by the Licensee pursuant to supplemental agreements issued in accordance with the terms and conditions of the MLA. A copy of the MLA is attached hereto as **Exhibit A** and incorporated by reference herein.

3. On September 29, 2018, TGS and the Debtor entered into Supplement Number 1 and on April 18, 2018, TGS and Debtor entered into Supplement Number 2 to the Master License Agreement (collectively, the “Supplements” and together with the MLA, the “Agreement”). Redacted copies of the Supplements are attached hereto as **Exhibit B**. Upon request, TGS can make the unredacted Supplements available, subject to appropriate non-disclosure protections.

4. As of the date the Debtor filed for bankruptcy, the Debtor owed TGS \$197.15 under the Agreement as set forth on invoice number 329783 dated December 31, 2019, a copy of which is attached hereto as **Exhibit C**.

5. The Agreement is an executory contract as contemplated by 11 U.S.C. § 365 because it contains obligations on the part of TGS and the Debtor which are so far unperformed that the failure of either to complete the performance would constitute a material breach excusing the performance of the other. The Agreement cannot be assumed and assigned to third parties under 11 U.S.C. § 365 because “applicable law,” including but not limited to trade secret and copyright law, excuses the TGS from accepting performance from or rendering performance to an entity other than the Debtor, and TGS has not consented to assumption and assignment. In addition or, alternatively, the Agreement contains enforceable restrictions and/or prohibitions regarding use, disclosure and transfer of the Agreement and/or the Data referenced therein and/or regarding change in “ownership” and/or “control” of the Debtor and related entities. Thus, the Debtor cannot assume and assign the Agreement unless the Debtor first cures any defaults thereunder and provides TGS with adequate assurance of future performance of the Agreement, including regarding the restrictions and/or prohibitions regarding use, disclosure and transfer of the Agreement and/or the Data, and/or regarding change in “ownership” and/or “control” of the Debtor and related entities.

6. In the event the Debtor rejects the Agreement, the TGS will be entitled to any damages arising therefrom. Further, in the event of a breach of the Agreement by the Debtor, TGS will be entitled to damages, interest, attorney’s fees and other costs.

7. TGS reserves the right to modify, amend and/or supplement this Proof of Claim in the future in order to assert rights to any such damages.

8. TGS reserves the right to amend this Proof of Claim to assert any and all claims it may have against the Debtor under federal and state law, including without limitation, any legal or equitable remedies to which it may be entitled. TGS additionally claims the benefit of (a) renewals, extensions, ratifications, supplements, amendments, corrections, and other prior or subsequent documentation evidencing or relating to these claims; (b) all applicable rights under the Bankruptcy Code; and (c) any other filed or recorded documents. The filing of this Proof of Claim is not to be construed as an election of remedies. TGS also reserves the right to file additional proofs of claim for additional claims.

9. This Proof of Claim is filed pursuant to FED R. BANKR. P. 3002 and is filed to assert and preserve the claims of TGS against the Debtor as stated herein and to protect TGS from forfeiture of those claims. The filing of this Proof of Claim is not and should not be construed to be, *inter alia*, (a) a consent by TGS to the jurisdiction of this Court with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in the above-captioned chapter 11 cases (collectively, the "Case") against or otherwise involving TGS; (b) a waiver of TGS' right to trial by jury in any proceedings in the Case or any controversy or proceedings related to the Case; (c) a waiver or release of any of TGS' rights against the Debtor, its debtor or non-debtor principals, subsidiaries or affiliates, or any other entity or person liable for all or part of any claim described herein; (d) a waiver of the right to seek to have the reference withdrawn with respect to the subject matter of these claims, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced in the Case against or otherwise involving TGS; (e) a waiver of rights of subrogation in favor of TGS; (f) an election of remedies; (g) a waiver of any rights TGS may have pursuant to Bankruptcy Code § 506(b); (h) a waiver or limitation on the right of TGS to

vote on any plan(s) of reorganization or liquidation proposed in the Case; or (i) a waiver of any additional claims or other rights TGS may have against the Debtor.

# EXHIBIT A

## MASTER LICENSE AGREEMENT FOR GEOLOGICAL DATA

THIS MASTER LICENSE AGREEMENT FOR GEOLOGICAL DATA is entered into this 29th day of September, 2017 (the “**Effective Date**”), by and between A2D Technologies, Inc., d/b/a TGS Geological Products and Services, a Texas corporation, with its principal office at 785 Greens Parkway, Suite 100, Houston, Texas 77067 (“**TGS**”), and Extraction Oil & Gas, Inc., with its principal offices at 370 17<sup>th</sup> Street, Suite 5300, Denver, CO 80202 (the “**Licensee**”).

### RECITALS

1. TGS is the owner of the Data resulting from well data services.
2. Licensee desires to obtain a non-exclusive license to Use specified portions of the Data and certain Interpretations on the terms and conditions hereinafter set forth.
3. TGS desires to grant to Licensee a non-exclusive license to Use the Data and Interpretations on the terms and conditions hereinafter set forth.

In consideration of the promises and the respective agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement shall have the meanings set forth in this Section 1.
  - 1.1 “**Acquiror**” means a person (or a group of persons acting in concert) who acquires, directly or indirectly, (i) all or substantially all of the assets of Licensee or (ii) Ownership or Control of Licensee.
  - 1.2 “**Acquisition**” means the event of an Acquiror, directly or indirectly, acquiring (i) all or substantially all of the assets of Licensee or (ii) the Ownership or Control of Licensee, whether accomplished voluntarily or by operation of law, by statutory merger, consolidation or share exchange, by stock or asset sale or purchase, or by any other transaction method.
  - 1.3 “**Agreement**” means this master license agreement which sets forth the terms and conditions for the non-exclusive license to Use TGS’s Data, well data products, Interpretation, and Interpretation products resulting from well data services.
  - 1.4 “**Control**” means the ability to, directly or indirectly, direct, manage or dictate the actions of, or determine the management of, the entity in question by any method, including, without limitation, by the election of members of the board of directors or other governing body of such entity, by having the ability to exercise control over a majority number of members of such governing body or through the Ownership of, or the exercise of voting or consensual right with respect to, the common stock, voting securities or other interest held in such entity.
  - 1.5 “**Consultant**” means an independent consultant hired solely for the purpose of analyzing and interpreting the Material for the exclusive Use of Licensee (but not for the Use or benefit of the Consultant or any other client of the Consultant). Consultant may not be a bona fide oil and gas exploration or production company, or an affiliate thereof, regardless of its role for the Licensee.
  - 1.6 “**Data**” means the certain proprietary geological, and well data, and associated presentation software (regardless of their form or the medium on which they are stored, printed or displayed), of which TGS is the Owner or authorized licensor,) licensed under the Supplements.
  - 1.7 “**Deliver**” or “**Delivery**” means to give or permit access, or actual or constructive possession of Material to any extent equal to or greater than that contemplated by the definitions of Show and Use, respectively, including any physical transfer or electronic or other transmission of Material on or through any media or by any means whatsoever.
  - 1.8 “**Derivatives**” means the results of all processing, reprocessing, and redisplay thereof, whether produced by TGS, by Licensee or by others.
  - 1.9 “**Equity**” means the stock, equity interest or economic interest.
  - 1.10 “**Interpretations**” means certain interpretations of the Data generated by TGS thereof.
  - 1.11 “**Licensee**” means the Licensee defined in the introductory paragraph of this Agreement and any such Related Entity that enters into a Supplement under this Agreement.
  - 1.12 “**Licensor**” means TGS, as defined in the introductory paragraph of this Agreement, and any such Related Entity that enters into a Supplement under this Agreement.
  - 1.13 “**Material**” means the Data, Interpretations and Derivatives.
  - 1.14 “**Owner**” means the owner, or is the duly authorized agent of the owner, of the Data.

- 1.15 **“Ownership”** means the direct or indirect rights in, or legal title to, greater than fifty percent (50%) of (i) outstanding common stock or other voting securities, (ii) equity interest, (iii) economic interest, (iv) voting power, (v) management or (vi) interest in the profits.
- 1.16 **“Related Entity”** means any entity, as of the Effective Date, (a) that owns or controls 100% of the Equity of Licensee, (b) 100% of the Equity of which is directly or indirectly owned or controlled by the Licensee, or (c) 100% of the Equity of which is directly or indirectly owned or controlled by an entity that owns or controls, directly or indirectly, 100% of the Equity of the Licensee.
- 1.17 **“Show”** means to give passive access to, or permit to be viewed by, a person.
- 1.18 **“Supplement”** means a supplemental agreement, which shall identify in detail the content and form of the Data and Interpretations, the consideration payable by Licensee for such Data and Interpretations, and any other matters concerning the license transactions as mutually determined by the parties.
- 1.19 **“Taxes”** means all sales, withholding, value-added tax, goods and services tax, use, excise, personal property, ad valorem, stamp, documentary and other taxes, and all other governmental fees, charges and assessments (general or special) due, assessed or levied by any foreign, federal, state, county or local government or taxing authority, and any penalties, fines or interest thereon, which are imposed against, upon or relating to the Material or the use, registration, rental, shipment, transportation, delivery, ownership or operation thereof, and on or relating to the license fee hereunder, but shall not include any taxes solely based upon or measured by the income of TGS.
- 1.20 **“Use”** means to have, or be permitted access to, Material in a manner that allows a person to alter, or generate displays, interpretations or processings of, the Material.

## **2. Grant of License; Supplemental Agreements; Usage Addendum**

2.1 TGS hereby agrees to grant to Licensee, and Licensee hereby agrees to accept, a non-exclusive license to use the Data and Interpretations provided to Licensee in accordance with Sections 2.2 and 2.3 below, on the terms and conditions set forth in this Agreement and the Supplements hereunder.

2.2 Each license to specific Data and Interpretations shall be granted either:

2.2.1 as set forth in a Supplement under this Agreement, and such Supplement shall become part of this Agreement; or

2.2.2 upon Licensee’s payment for the licensing of any Data and Interpretations selected by Licensee from Licensor’s e-commerce portal(s). The use terms and conditions for Licensor’s e-commerce portal(s) shall be set forth in a separate Supplement and such Supplement shall become part of this Agreement.

2.3 Except as specifically set forth in a Supplement with respect to the Data and Interpretations licensed pursuant to that Supplement only, all licenses for Data and Interpretations granted hereunder shall be governed by the terms and conditions of this Agreement.

2.4 TGS acknowledges and agrees that Related Entities of Licensee and affiliated entities of Licensor may enter into Supplements under this Agreement. As provided in Sections 2.2 and 2.3 above, all Supplements, whether in the name of an affiliated entity of Licensor, Licensee or such Related Entity, shall be considered a part of, and subject to the terms of, this Agreement.

## **3. Payment Terms**

3.1 The amount of the license fee to be paid by Licensee for the Data and Interpretations requested shall be calculated in accordance with the then current price schedule established by TGS, or as set forth in the applicable Supplement. Licensee agrees to promptly report, file, pay and indemnify and hold TGS harmless with respect to any and all Taxes.

3.2 Unless otherwise set forth in this Agreement or a Supplement, TGS shall invoice Licensee for the license fee, any services performed in connection therewith and the costs and taxes as described in Section 3.1 upon delivery to Licensee of requested Data and Interpretations. Licensee shall remit payment in full within 30 days after receipt of each invoice. Thereafter, any unpaid balance shall incur (a) interest at the lesser of (i) 12% per annum or (ii) the maximum contract rate permitted by applicable usury laws, and (b) reasonable attorney’s fees, court costs and other costs of collection.

3.3 Payment terms for Data and Interpretations licensed from the Licensor’s e-commerce portal(s) shall be set forth in the Supplement which provides Licensor’s e-commerce portal(s) use terms and conditions.

## **4. Ownership and Confidential Treatment**

4.1 TGS represents, and Licensee acknowledges, that the Material constitutes valuable and highly confidential trade secrets and intellectual property that are not generally available and are the sole property and proprietary information of TGS or the other Owner for whom TGS acts as agent. The title to the Material shall remain in TGS or the other Owner, as the

case may be, and Licensee's rights thereto shall be limited to those granted hereby. TGS shall have the right at any time to license any part of the Material to persons or entities other than the Licensee at such prices and on such terms as are determined from time to time by TGS.

4.2 Except as expressly permitted by this Agreement, Licensee agrees (a) to keep strictly confidential, and to take appropriate steps to insure that its employees and agents keep strictly confidential, the Material and (b) not to Show, allow the Use of or Deliver the Material to any other person.

4.3 Notwithstanding the foregoing, the Material may be disclosed to the extent such disclosure is specifically required by law, governmental or court decree, order, rule or regulation, or by any similar legal process. In the event Licensee is required by law, governmental or court decree, order, rule or regulation, or by any similar legal process, to disclose any Material, Licensee shall give TGS prompt notice of such process so that TGS may seek an appropriate protective order. If, in the absence of a protective order, Licensee is nevertheless compelled to disclose Material, Licensee may disclose only that portion of Material that Licensee is advised by written opinion of counsel is legally required to be disclosed in compliance with the relevant process. In the event of such disclosure, Licensee shall give TGS written notice of the Material to be disclosed as far in advance of its disclosure as practicable, and upon TGS's request, Licensee shall use reasonable efforts to obtain assurances that the disclosed Material will be accorded confidential treatment.

## **5. Right of Use by Related Entities**

5.1 Licensee shall promptly notify TGS in writing of all Related Entities under Sections 5.1 and 5.2.

5.2 An entity formed after the Effective Date as a result of an internal reorganization or restructuring and otherwise meets the definition of Related Entity shall be deemed a Related Entity; provided that any entity formed to accomplish a statutory merger, consolidation, asset sale or purchase, stock sale or purchase or any other transaction with an entity that is not a Related Entity as of the Effective Date shall not be considered a Related Entity.

5.3 Notwithstanding the provisions of Section 4, a Related Entity shall have the same right to Use the Material as Licensee without payment to TGS of an additional license fee and shall be fully bound by the terms of this Agreement and any Supplement hereunder, together with the Licensee, who shall not be released from any of its obligations hereunder but shall remain fully responsible for all Use made of Material by any Related Entity.

5.4 Unless otherwise agreed by TGS, if at any time a third party acquires any interest in a Related Entity, (i) such entity shall no longer be a Related Entity, (ii) any right of such entity to Use Material licensed hereunder shall immediately terminate without any action by TGS, and (iii) such entity shall immediately deliver (and Licensee shall cause the delivery) to Licensee all Material, if any, in its possession.

## **6. Disclosure to Consultants**

6.1 Licensee may allow Use of the Material by a Consultant, provided that such Consultant (a) is advised in writing of the restrictions contained in this Section 6.1, (b) agrees in writing to deliver all copies of such analyses and interpretations to Licensee at the completion of the work for which such Consultant has been retained and (c) agrees in writing to be bound by the confidentiality provisions set forth in Section 4. A Consultant retained by Licensee may summarize, transcribe, reproduce or photocopy such Material as is reasonably incidental to the performance of such Consultant's contractual responsibilities. Licensee agrees that upon completion of Consultant's services, Licensee shall require Consultant to: (1) return all copies of the Material, or destroy the Material upon the request of Licensee, and (2) provide Licensee with a written, signed, and notarized affidavit with thirty (30) days certifying that all copies of the Material, including backups, have been destroyed or deleted from the Consultant's systems, projects, and from any digital file in which the Material is embedded. Licensee shall not allow Contractor to retain any of the Material following the completion of Consultant's services. Licensee agrees to provide TGS with a copy of the executed and notarized affidavit of Licensee's Consultant upon TGS's request.

## **7. Transfers; Acquisitions**

7.1 Except as otherwise expressly provided by this Agreement or any Supplement, Licensee shall not transfer this Agreement, any Supplement hereunder, or any of its rights and obligations under this Agreement or any Supplement, including, without limitation, the license granted to Licensee or the rights of Use of the Material or any part thereof, whether by sale, assignment, sublicense, trade, lien, pledge, hypothecation or any other disposition or transfer, whether voluntary, by operation of law or by any other method.

7.2 Unless Licensee has obtained the prior written consent of TGS, this Agreement, the Supplements hereunder and any rights to Use the Materials shall automatically terminate at the time an Acquisition occurs. In requesting such consent, Licensee shall provide notice satisfactory to TGS of all relevant facts concerning such transaction. The above provisions shall not apply to ordinary public trading of the voting securities of Licensee in which the ownership of such securities changes over

time in the normal course of business, unless one unrelated party (or group of unrelated parties) acquires Ownership or Control of Licensee, in which event, the provisions of Section 7.2 will apply.

7.3 TGS shall not withhold its consent unreasonably in the case of an Acquisition if the Licensee and/or Acquiror pay to TGS a fee in an amount equal to 20% of the undiscounted list price of the Material that is licensed from TGS by Licensee as of the date of the Acquisition. In addition, at the option of TGS, Acquiror may be required to execute a new license agreement or a confirmation of this Agreement.

## **8. Termination of License**

8.1 This Agreement and the Supplements hereunder, including the rights and benefits hereunder and thereunder, shall terminate:

8.1.1 immediately if Licensee breaches any provision of this Agreement or any Supplement relating to the ownership, Use, disclosure or transfer of Material;

8.1.2 immediately as set forth in Section 8.2;

8.1.3 upon ten (10) days' written notice if Licensee breaches any provision of this Agreement or any Supplement not relating to the ownership, Use, disclosure or transfer of Material and fails to remedy such breach within the ten (10) days following receipt of notice;

8.1.4 upon ten (10) days' written notice of termination by either party to the other; provided that any payment obligations for Data and Interpretations previously ordered shall have been satisfied, in which case the Data and Interpretations so paid for may be retained until expiration of the period set forth in Section 8.1.7 below; or

8.1.5 immediately if Licensee (a) is dissolved, adjudicated as bankrupt, or becomes subject to an order for relief under any bankruptcy law, (b) fails to pay or admits in writing its inability to pay its debts generally as they become due, (c) applies for, seeks, consents to, or acquiesces in the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for itself or any substantial part of its property; (d) institutes any proceedings seeking an order for relief or to adjudicate it as bankrupt or insolvent, or seeks dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (e) takes any action to authorize or effect any of the foregoing actions;

8.1.6 immediately if, without the application, approval or consent of Licensee, a receiver, trustee, examiner, liquidator or similar official shall be appointed for Licensee, or any part of its property, or a proceeding described in subsection 8.1.5(d) is instituted against Licensee and such appointment shall continue with discharge or such proceeding shall continue without dismissal or stay for a period of sixty (60) consecutive days or Licensee shall fail to file in a timely manner, an answer or other pleading denying the material allegations filed against it in any such proceeding;

8.1.7 with respect to each item of Data and Interpretations delivered to Licensee pursuant to this Agreement and any Supplement, upon the later to occur of 25 years after such delivery or Licensee's receipt of written notice of termination from TGS, unless otherwise agreed to in the Supplements issued hereunder; or

8.1.8 immediately as set forth in section 10.3.

8.2 Except as provided in Section 8.1.4 hereof, upon termination of this Agreement, at TGS's option, Licensee shall either (a) return to TGS, or (b) destroy, all Material in its possession. Licensee shall (and shall ensure that all of its Related Entities) retain no copies thereof (in whatever form or medium stored, printed or displayed, including electronic and physical copies), and, if TGS opts to have the Material destroyed, shall provide evidence satisfactory to TGS of such destruction.

8.3 All provisions of this Agreement relating to the confidentiality of or restrictions on the Use, transfer and disclosure of Material shall survive any termination of the Agreement. Termination shall not affect the right of TGS to collect any outstanding payment obligations owed by Licensee.

## **9. Limited Warranties**

9.1 As of the date of the each Supplement, TGS warrants that it has full power and authority to grant the license granted to Licensee under such Supplement.

9.2 The Material licensed to Licensee under each Supplement is, to the best knowledge, information and belief of TGS, accurately prepared in accordance with accepted practices of the geophysical and geological profession. However, Licensee accepts the Material "as is" and TGS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR DESCRIPTION WITH RESPECT THERETO, INCLUDING ANY WARRANTY REGARDING THE MERCHANTABILITY, QUALITY OR RELIABILITY OF THE MATERIAL OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. TGS assumes no liability for reliance by Licensee or others on the Material, nor for failure

of Licensee, any Partner or any other person or entity to locate or extract any oil, gas, or other hydrocarbons or materials based in whole or part upon reliance on the Material. Any action Licensee may take based on the Material shall be taken at its own risk and expense, and Licensee shall have no claim against TGS as a consequence thereof. Licensee agrees to hold TGS harmless from any claims, actions or damages that may be asserted against TGS arising out of any action taken, or decision or expenditure made, resulting from the Use of the Material.

9.3 Licensee's sole and exclusive remedy for any claim under this Agreement and any Supplement hereunder shall be limited to repayment of the license fee by TGS in exchange for return of the Material by Licensee. No special, consequential or other damages shall be available to Licensee.

## 10. Export/Import Compliance

10.1 Licensee represents and warrants that it will comply with all applicable laws and regulations pertaining to export/import controls and economic sanctions. Without limiting the foregoing, Licensee shall not (a) in contravention of export/import controls and economic sanctions, directly or indirectly export, re-export, transship, or otherwise deliver any goods, services, or technology to a country, entity or person against whom economic sanctions or trade embargoes have been imposed; or (b) broker, finance, or otherwise facilitate any transaction in violation of any applicable economic sanctions law.

10.2 Licensee represents and warrants that neither Licensee, nor any of its Related Entities, or Consultants, do not intend to, and will not, share the Material with any entity or individual that is the target of, owned or subject to control by any country, institution, organization, entity or person that is the target of, economic sanctions or trade restrictions imposed by the United States, Norway, or European Union. Licensee agrees to provide Licensor with immediate notice of the names and addresses of any member of the foregoing that is the target of, or owned or subject to control by any country, institution, organization, entity or person that is the target of, economic sanctions and trade restrictions imposed by the United States, Norway, or European Union.

10.3 If Licensee breaches any of the covenants set forth in this Section 10, then this Agreement shall become void, Licensor may in its sole discretion rescind this Agreement and all related Supplements, all obligations by Licensor shall immediately cease, and Licensee shall immediately return to Licensor all licensed Material. Furthermore, Licensee agrees to indemnify and hold Licensor harmless with respect to any and all claims, demands, causes of action, judgments, damages, losses, fines, penalties and liabilities of every kind and character (including costs, fees, and reasonable attorneys' fees incurred by Licensor) arising or resulting from breach of these representations and warranties by Licensee.

## 11. Notices

All notices hereunder must be in writing and will be deemed to have been duly given upon receipt of hand delivery; certified or registered mail, return receipt requested; recognized courier service or electronic mail transmission, with confirmation of receipt:

(a) **If to TGS:**

A2D Technologies, Inc., d/b/a TGS  
Geological Products and Services  
785 Greens Parkway, Suite 100  
Houston, Texas 77067  
Attn: GPS Contracts  
Email: [GPSContracts@tgs.com](mailto:GPSContracts@tgs.com)

(b) **If to Licensee:**

Extraction Oil & Gas, Inc.  
370 17<sup>th</sup> Street, Suite 5300  
Denver, CO 80202  
Attn: Legal Department

**With a copy to:**

Attention: General Counsel  
10451 Clay Road  
Houston, Texas 77041

Such names and addresses may be changed by written notice to each person listed above.

## 12. Miscellaneous

12.1 If TGS shall consent to the disclosure or transfer of Material or any part thereof pursuant to this Agreement or any Supplement hereunder, such consent shall not be deemed a waiver by TGS with respect to its right to object to any other disclosure or transfer of Material or any part thereof.

12.2 Except as specifically permitted herein, this Agreement and any Supplement hereunder shall not be assignable or transferable by Licensee, whether by contract, operation of law or otherwise, without TGS's prior written consent.

12.3 The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this

Agreement or any Supplement hereunder, the waiver of any term or condition of this Agreement or any Supplement hereunder, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement or any Supplement hereunder, and this Agreement and the Supplements and each of its and their provisions shall remain at all times in full force and effect until modified by the Parties in writing.

12.4 In the event any one or more of the provisions of this Agreement or any Supplement hereunder shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement and the Supplements hereunder shall be unimpaired, and shall remain in effect and be binding upon the parties.

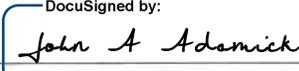
12.5 This Agreement, together with the Supplements issued hereunder, represent the entire agreement between the parties in relation to the subject matter hereof. No modification or amendment of this Agreement or any Supplement shall be valid and binding on the parties hereto unless set forth in writing and signed by the parties.

12.6 This Agreement and the Supplements hereunder shall be governed by the laws of the State of Texas.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

A2D TECHNOLOGIES, INC., D/B/A TGS  
GEOLOGICAL PRODUCTS AND SERVICES

EXTRACTION OIL & GAS, INC.

By:   
Name: John A Adamick  
Title: SVP Geologic Products

By:   
Name: James L. Folcik  
Title: Geosciences Manager

## **EXHIBIT B**

**SUPPLEMENTARY AGREEMENT FOR LICENSE  
OF GEOLOGICAL DATA**

**Supplement Number 1**

This Supplement Number 1 (the “**Supplement**”) is effective the 29<sup>nd</sup> day of September 2017 (“**Effective Date**”), and is made and entered into by and between **A2D Technologies, Inc., d/b/a TGS Geological Products and Services**, a Texas corporation with its principal office at 785 Greens Parkway, Suite 100, Houston, Texas 77067 (“**TGS**” or “**Licensors**”), and **Extraction Oil & Gas, Inc.** with its principal offices at 370 17<sup>th</sup> Street, Suite 5300, Denver, CO 80202 (the “**Licensee**”).

When executed by both parties, this Supplement shall become a part of and governed by all of the terms and conditions of Master License Agreement for Geological Data dated September 29<sup>th</sup>, 2017 between TGS and Licensee (the “**MLA**”), except as otherwise set forth in this Supplement.

**Provisions**

1. **Definitions**: Capitalized terms used in this Supplement and not defined herein shall have the meanings specified in the MLA between the parties dated September 29<sup>th</sup>, 2017.
2. **MLA applicability**: Each of TGS and Licensee acknowledge it has read the terms and provisions of the MLA and agrees that they shall govern this Supplement.
3. **License**:
  - 3.1 TGS hereby licenses to Licensee on a non-exclusive, perpetual basis, and Licensee hereby accepts the license of, the data products listed on Exhibit A hereto (the “**Data**”) upon Licensee’s selection thereof, subject to the following:
    - (a) Licensee shall select a total minimum commitment amount of [REDACTED] of Data per Year (defined in provision 4.2 below) during the Pricing Term, defined in Provision 4 below, (“**Yearly Commitment**”). In the event Licensee has not selected and licensed Data in the amount needed in order to meet its Yearly Commitment within each Year of the Pricing Term or renewal Term (defined in provision 4.1 below), if applicable, Company shall forfeit the remaining balance of the Yearly Commitment within such respective Year.
    - (b) If Licensee selects and licenses Data in an amount that exceeds [REDACTED] during any prevailing Year (“**Current year**”), TGS offers to license Data at the license fee rates set forth in Exhibit B hereto (“**Discount 1 Rate**”) for the remainder of such Current year. The Discount 1 Rate shall not be retroactive for the Current year, nor any previous Year, and shall cease upon the commencement of the next Year.
    - (c) If Licensee selects and licenses Data in an amount that exceeds [REDACTED] during any prevailing Year (“**Current year**”), TGS offers to license Data at the license fee rates set forth in Exhibit C hereto (“**Discount 2 Rate**”) for the remainder of such Current year. The Discount 2 Rate shall not be retroactive for the Current year, nor any previous Year, and shall cease upon the commencement of the next subsequent Year.
  - 3.2 The license fee rates listed in Exhibit A, and Exhibits B and C as applicable, shall override the license fee rates set forth in the Pricing Appendix for the corresponding well data products therein during the Pricing Term.
4. **Pricing Term**: The term for this Supplement, during which Licensee may select and license the Data at the license fee rates as set forth above, shall commence upon the Effective Date and expire two (2) years from the Effective Date (“**Pricing Term**”).

- 4.1 At the expiration of the Pricing Term, this Supplement shall renew automatically for a one (1) year term (“renewal Term”), if not otherwise terminated in writing by a duly authorized representative of Licensee or TGS within thirty (30) days prior to the expiration of the Pricing Term.
- 4.2 Each year of the Pricing Term, or the renewal Term, if applicable, shall commence upon September 29 and expire September 28 of the next successive calendar year (each a “Year”). For example, the first Year of the Pricing Term shall commence upon September 29, 2017 and shall expire September 28, 2018.
- 4.3 Upon expiration of the Pricing Term, or the renewal Term, if applicable, the license fee rates for the Data shall revert to the license fee rates set forth in the Pricing Appendix, unless otherwise agreed to in writing and signed by both parties.

5. **Consideration and Delivery.**

- 5.1 Licensor shall invoice Licensee for the initial Yearly Commitment upon the execution of the Supplement. Thereafter, Licensor shall invoice Licensee for its Yearly Commitment upon the commencement of each Year, or upon commencement of the renewal Term, if applicable, in the amount of [REDACTED]
- 5.2 For any Data licensed during any respective Year of the Pricing Term, or the renewal Term, if applicable, which exceeds the Yearly Commitment, TGS shall invoice Licensee on the last business day of any given month in which Licensee selects and licenses such excess Data.
- 5.3 The Data shall be delivered via Licensor’s Website, a FTP website, or other available delivery methods, as appropriate and as agreed upon by the parties in writing.

6. **Miscellaneous:**

- 6.1 In the event of conflict between the terms of this Supplement and any other terms of the MLA, this Supplement takes precedence for the purposes of the Data licensed under this Supplement.
- 6.2 This Supplement shall become effective when a duly authorized representative of both Parties has signed it.

IN WITNESS WHEREOF, the parties have executed this Supplement as signed and dated below.

**A2D Technologies, Inc., d/b/a  
TGS Geological Products and Services**

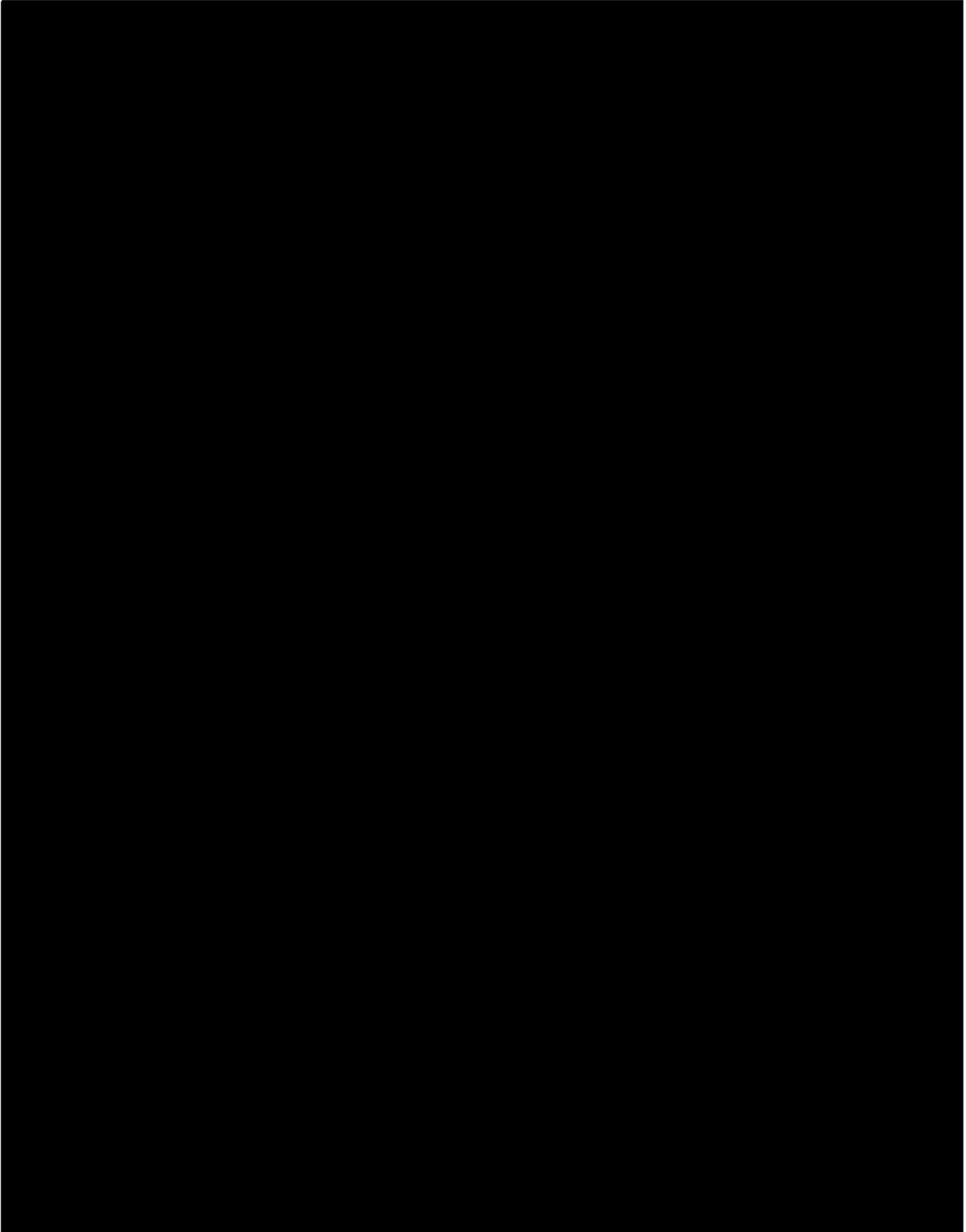
**Extraction Oil & Gas, Inc.**

Name: DocuSigned by:  
John A Adamick  
E3876997FD9A4C6  
Print Name: John A Adamick  
Title: SVP Geologic Products  
Date: 9/29/2017 | 15:06 CDT

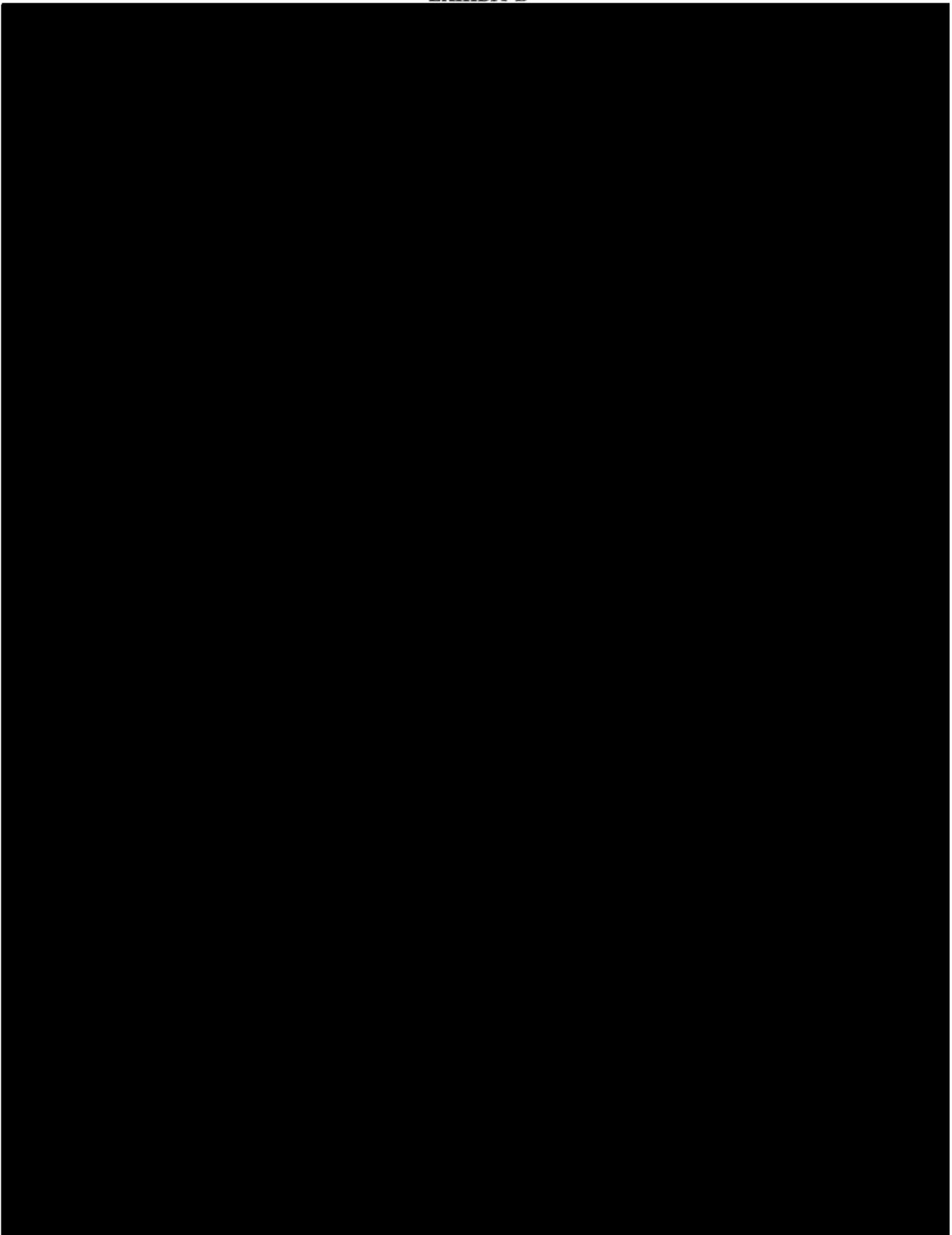
Name: [Signature]  
Print Name: James L. Folcik  
Title: Geosciences Manager  
Date: 9/29/17

**EXHIBIT A**

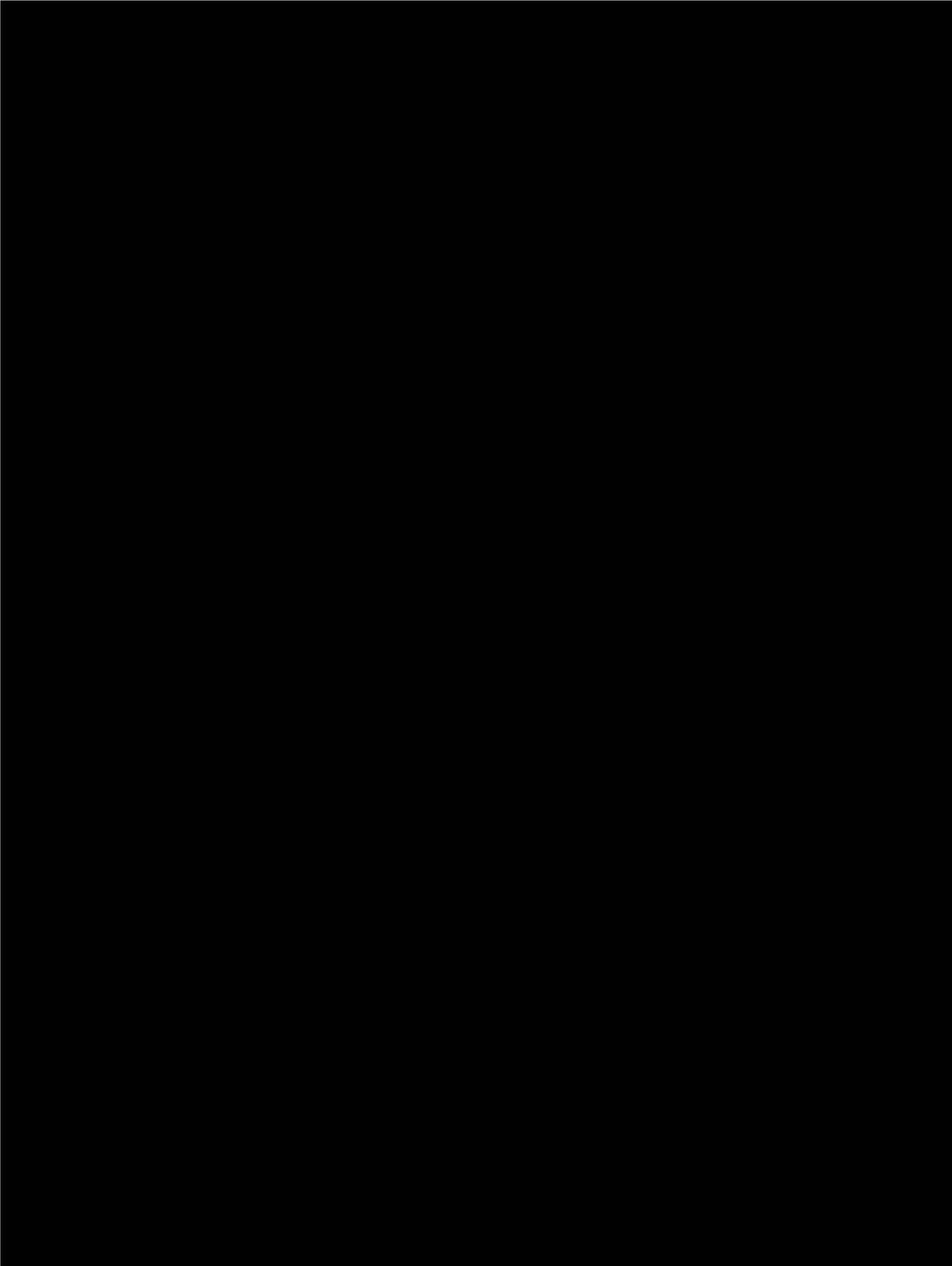
(United States in U.S. Dollars)



**EXHIBIT B**



**EXHIBIT C**



**SUPPLEMENTARY AGREEMENT FOR LICENSE  
OF GEOLOGICAL DATA**

**Supplement Number 2**

This Supplement Number 2 (the “**Supplement**”) is made and entered into on 18 April 2018 (“**Effective Date**”) by and between **A2D Technologies, Inc., d/b/a TGS Geological Products and Services**, a Texas corporation with its principal office at 10451 Clay Road, Houston, Texas 77041 (“**TGS**” or “**Licensor**”), and **Extraction Oil & Gas, Inc.**, with its principal offices at 370 17th Street, Denver Colorado 80202 (the “**Licensee**”).

This Supplement is subject to the commercial terms and conditions attached hereto for Licensee’s non-exclusive licensing of well data product (“**Terms**”). When executed by both parties, this Supplement shall become a part of and governed by all of the terms and conditions of MLA, except as otherwise set forth in this Supplement. The parties have read and understand the Supplement Terms and agree to be bound thereby.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

A2D TECHNOLOGIES, INC., D/B/A TGS  
GEOLOGICAL PRODUCTS AND SERVICES

Extraction Oil & Gas, Inc

DocuSigned by:  
By: Robert Gibson  
Name: 8DD8310838C24B4 Robert Gibson

By:   
Name: \_\_\_\_\_

Title: VP Geological Products & Services

Title:

**[INTENTIONALLY LEFT BLANK]**

1. **Definitions:** Capitalized terms used in this Supplement and not defined herein shall have the meanings specified in the MLA.
  - 1.1. “**Commitment**” means Licensee’s commitment to license and select Data products in accordance with the terms set forth in Provision 3.
  - 1.2. “**Data**” means the well data products licensed by Licensee under this Supplement, as set forth in Provision 3 below.
  - 1.3. “**Invoice**” means each invoice issued by TGS to Licensee under this Supplement, in accordance with Provision 4.1 herein.
  - 1.4. “**Immediate**” means a Data product that is currently in the TGS commercial database.
  - 1.5. “**License Fee**” means the fee for each Data product licensed under this Supplement, as set forth in Provision 3, which shall override the license fee rates set forth in the Pricing Appendix during the Pricing Term.
  - 1.6. “**MLA**” means the current master license agreement between the parties dated the 29<sup>th</sup> of September 2017 which sets forth the terms and conditions for Licensee’s non-exclusive license to Use the Material.
  - 1.7. “**Non-Immediate**” means a Data product that is not currently in the TGS commercial database, but which can be selected by Licensee and processed to create a specific Data product.
  - 1.8. “**Prepay Balance**” means the balance created from Licensee’s payment of each monthly Invoice (separately and cumulatively), and from which TGS shall deduct the License Fees (as set forth in Provision 3) for each Data product licensed under this Supplement.
  - 1.9. “**Pricing Appendix**” means Licensee’s current pricing appendix which sets forth Licensee’s default pricing for all TGS well data products.
  - 1.10. “**Pricing Term**” means the term for this Supplement (as set forth in Provision 5) during which Licensee may select and license the Data at the License Fee rate(s).
  - 1.11. “**U.S. Federal New Release Well**” is a well governed by the Bureau of Safety and Environmental Enforcement (BSEE) or the Bureau of Ocean Energy Management (BOEM) (or their successor organizations within the US Department of the Interior) that is within the first year of such well’s commercial release.
  - 1.12. “**Website**” means the TGS R360™ and/or LOG-LINE Plus!® e-commerce portal(s).
2. **MLA applicability:** Each of TGS and Licensee acknowledge it has read the terms and provisions of the MLA and agrees that they shall govern this Supplement.
3. **License:** TGS hereby licenses to Licensee on a non-exclusive basis, and Licensee hereby accepts the license of, upon Licensee's selection thereof, the Data described below in a total minimum commitment amount of [REDACTED] on the terms and conditions set forth in the MLA and this Supplement:
  - 3.1. the Data products listed on Exhibit A hereto at the license fee rates set forth therein during the Pricing Term.
  - 3.2. In the event Licensee has not selected and licensed the minimum number of Data products needed in order to meet its Commitment upon expiration of the Pricing Term, Licensee shall forfeit any remaining balance of its Prepay Balance, and any additional Data licensed by Licensee thereafter shall require the payment of an additional License Fee to TGS.
4. **Consideration and Delivery:**

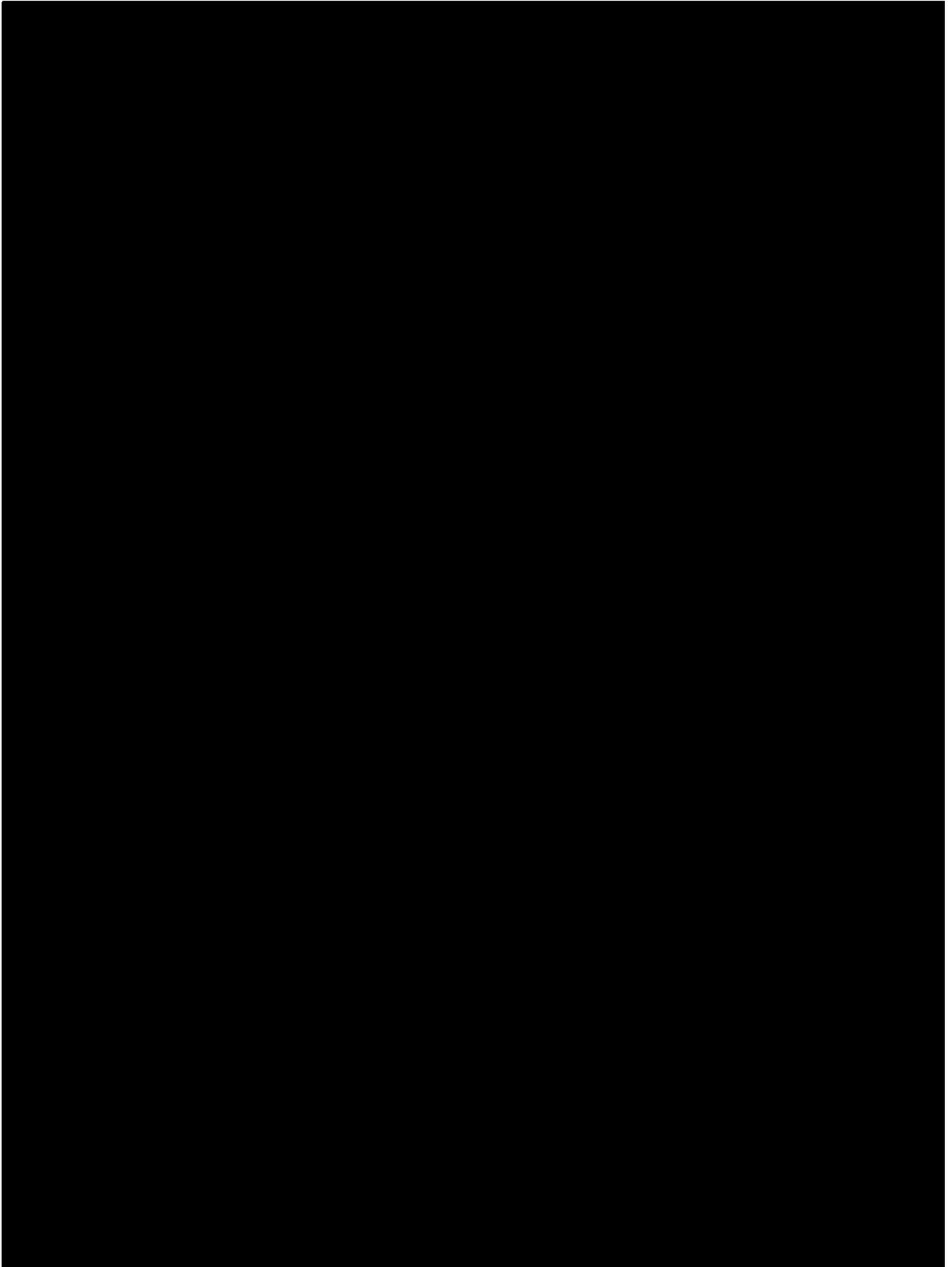
- 4.1. In consideration of Licensee's Commitment hereunder, Licensor shall issue an Invoice to Licensee monthly during the Pricing Term in the amount of [REDACTED], commencing upon execution of this Supplement.

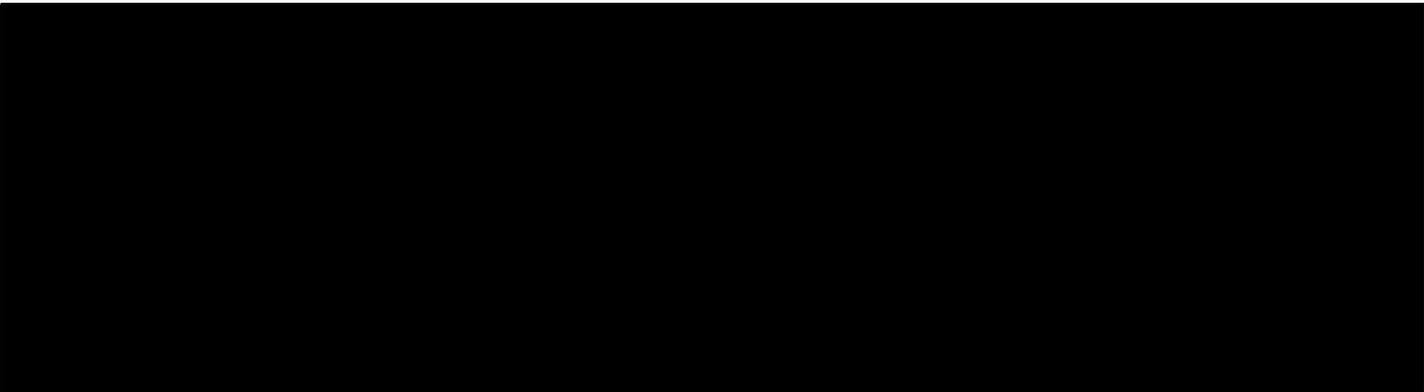
**Supplement Terms**

- 4.2. For any additional fees due TGS for Licensee's selection and licensing of Data products which exceed Licensee's Commitment during the Pricing Term, Licensor shall issue an Invoice to Licensee on the last business day of any given month in which Licensee selects and licenses such Data products.
- 4.3. Each Invoice issued under this Supplement is due and payable to TGS in hand within 30 Days of the Invoice date. Licensee shall pay all Taxes arising out of this Supplement.
- 4.4. The Data shall be delivered via Licensor's Website, a FTP website, or other available delivery methods, as appropriate and as agreed upon by the parties in writing.
5. **Pricing Term.** The Pricing Term for this Supplement shall commence upon the Effective Date and expire on 18 April 2019. Upon expiration of the Pricing Term, the License Fee rates for the Data products licensed hereunder shall revert to the License Fee rates set forth in the Pricing Appendix, unless otherwise agreed to in writing and signed by both parties.
6. **General Terms:**
  - 6.1. In the event of conflict between the terms of this Supplement and any other terms of the MLA, this Supplement takes precedence for the purposes of the Data licensed under this Supplement.

Supplement Terms

**Exhibit A**





## **EXHIBIT C**



**TO:** Extraction Oil & Gas, Inc.  
370 17th Street  
Suite 5300  
Denver , CO 80202, US

**INVOICE: 329783**

**DATE:** 31-Dec-2019

**CUSTID:** EXTRACT

**ATTN:** REDACTED

**Invoice Reference:** REDACTED

**Payment Terms:** Net 30 Days

**INVOICE SUMMARY**

SUBTOTAL		189.00 USD
SALES TAX	4.31 %	8.15 USD
<b>TOTAL DUE</b>		<b>197.15 USD</b>

Comment:

**Payment Options (please note the addresses below should not be used for Service of Process):**

**THANK YOU FOR YOUR BUSINESS**

Save time by receiving your invoices online. To sign-up, send an email to AR-WDG@tgs.com

**REDACTED**

**Credit Cards Accepted:**

- Visa
- MasterCard
- Discover
- American Express

